

**FACILITY USE AGREEMENT
BETWEEN
CITY OF DORAL
AND
DOWNTOWN DORAL CHARTER UPPER SCHOOL INC.**

THIS FACILITY USE AGREEMENT made and entered into this 27th day of August, 2026, by and between the CITY OF DORAL, FLORIDA a municipal corporation organized and existing under the laws of the State of Florida (the "CITY" or "City") and Downtown Doral Charter Upper School, Inc., a Florida charter school and Florida non-profit organization (the "SCHOOL" or "School").

WITNESSETH:

WHEREAS the CITY has swimming pool facilities known as City of Doral Aquatic Center Facilities (the "Facilities") located at Doral Central Park, 3005 NW 92nd Avenue, Doral, Florida 33172; and

WHEREAS the SCHOOL is in need of swimming pool facilities for practice sessions and swim meets for their swim teams; and

WHEREAS the SCHOOL and the CITY (the "Parties") desire to enter into a Facility Use Agreement (the "Agreement") to make available the Facilities at specific times for the SCHOOL swim team and swim meets.

NOW THEREFORE, be it agreed by and between the Parties for good and valuable consideration as well as the mutual covenants between the Parties as follows:

I. SCHOOL USE OF CITY AQUATIC CENTER FACILITIES

Beginning no earlier than August 2026, through and including November 15, 2026.

The SCHOOL's use of the Facilities during the period as defined above shall be limited as follows:

The SCHOOL'S swimming and diving practices shall occur from August 27, 2026, through November 15, 2026, in accordance with the official swim season dates established by the Florida High School Athletic Association (FHSAA). All swim season start and end dates must conform to FHSAA regulations. Furthermore, the SCHOOL shall ensure that all off-season activities adhere strictly to FHSAA Policy 41.

The SCHOOL agrees that no practices, training sessions, or swim meets shall take place on CITY-designated holidays, and that CITY events shall take precedence over SCHOOL activities in the event of scheduling conflicts. The CITY will provide the SCHOOL with a list of its observed holidays and blackout dates prior to the start of the swim season.

The SCHOOL shall provide the CITY with a request in writing of all practice and swim meet dates prior to the commencement of the swim season that must be approved by the CITY before the first scheduled practice date. The written request shall include dates and times for all practices and swim meets. Swim meets shall be scheduled Monday through Thursday only. The SCHOOL shall advise the CITY of any and all changes in schedules as soon as changes are made.

The CITY shall retain the exclusive right to schedule and utilize the Facilities at its sole discretion. While the CITY will make every reasonable effort not to interfere with the SCHOOL's approved use of the Facilities, the Parties acknowledge that CITY programming, operations, or emergent municipal needs may require adjustment, rescheduling, or cancellation of previously approved SCHOOL practices, swim meets or related events. In such cases, the CITY shall provide at least 14 days' advance notice for non-emergency scheduling adjustments, and at least 24-48 hours for urgent maintenance to the SCHOOL. The SCHOOL acknowledges and agrees that CITY use takes precedence and that this Agreement does not limit the CITY's right to full access and control over the facilities at any time.

The CITY shall permit the SCHOOL's swim teams the use of its equipment, including but not limited to lane lines, starting blocks, and backstroke flags. Elective use of the scoreboard timing system may be arranged by written request at least two (2) weeks in advance. The fee for elective use is \$800.00 at dual, tri and quad swim meets, which includes use of touch pads and buttons, and covers installation and removal of equipment. The use of the timing system is not required to host swim meets.

II. OPERATION AND RESPONSIBILITY

The responsibility to enforce health and safety regulations as specified by the Miami Dade County Health Department shall be borne by the CITY.

Additionally, the responsibility of maintaining control of the Facilities should be as follows:

A. Supervision Requirements.

The SCHOOL shall ensure that all students using the CITY's Facilities are supervised at all times by qualified SCHOOL personnel. An approved Coach shall be present on the pool deck at all times during use by the SCHOOL.

B. Compliance with Rules and Regulations.

The SCHOOL shall comply with all posted rules, regulations, and safety requirements of the Facilities, as well as all applicable local, state, and federal laws, including but not limited to Florida Administrative Code, Chapter 64E-9 (Public Swimming Pools and Bathing Places) and the Virginia Graeme Baker Pool and Spa Safety Act (15 U.S.C. 8001).

C. Safety Training.

The SCHOOL shall ensure that all new personnel are trained in safety protocols and emergency procedures before supervising students at the Facilities.

D. Emergency Procedures.

The SCHOOL shall follow all emergency procedures in place by the CITY and directives given by CITY staff at the Facilities and Doral Central Park.

Safety equipment such as AEDs and First Aid Kits are available at the Facilities for use by the SCHOOL in case there is an emergency.

E. Health and Sanitation.

The SCHOOL shall ensure that all participants comply with health and sanitation requirements, including:

1. No person with open wounds, infectious conditions, or communicable diseases shall enter the pool;
2. All participants shall shower before entering the pool;
3. Proper swim attire shall be worn at all times; and
4. No food or glass containers shall be permitted in the pool area.

F. Reporting Requirements.

The SCHOOL shall immediately report any accidents, injuries, or safety incidents to the CITY's designated representative and shall complete all required incident reports within twenty-four (24) hours of any such occurrence.

G. Periodic Safety Evaluations.

The SCHOOL's supervisors and managers shall be periodically evaluated on their adherence to these safety protocols. The SCHOOL shall take disciplinary action, including possible termination, against supervisors failing to adequately instruct subordinates or failing to detect non-compliance with applicable safety policies through reasonable diligence.

H. Compliance Responsibility.

The SCHOOL acknowledges that strict compliance with these safety protocols and requirements are a condition of continued use of the Facilities. Failure to comply shall constitute a material breach of contract and may result in immediate termination of the SCHOOL's use of CITY facilities under this Agreement, at the CITY's sole discretion.

I. Minimum Supervision Ratios.

The SCHOOL shall maintain a minimum Coach-to-Swimmer ratio of 1:20 at all times during practices and 1:15 during swim meets.

The Head Coach must possess current USA Swimming or equivalent Coaching Certification and current CPR/AED and First Aid Certification. Proof of all required certifications shall be provided to the CITY prior to first use, and upon request.

J. Prohibited Conduct.

The SCHOOL shall ensure that students, coaches, and spectators refrain from:

1. Using tobacco products, alcohol, or illegal substances on CITY property;
2. Using profane, abusive, or threatening language;
3. Engaging in fighting, bullying, or harassment;
4. Damaging or defacing CITY property;
5. Entering restricted or unauthorized areas of the facilities; or
6. Violating any posted rules or directives of CITY staff.

The CITY reserves the right to immediately remove from the premises any individual who engages in prohibited conduct. Repeated violations shall constitute a material breach of contract and may result in immediate termination of the SCHOOL's use of CITY facilities under this Agreement, at the CITY's sole discretion.

K. CITY Authority.

CITY staff shall have full authority to enforce all rules and regulations, issue safety directives, and take any action necessary to protect public health and safety, including immediate suspension of activities and removal of individuals from the Facilities. The SCHOOL shall ensure that all SCHOOL personnel, students, and spectators comply with all directives issued by CITY staff.

L. Damage to Facilities and Equipment.

The SCHOOL shall be fully responsible for any and all damage to the Facilities, equipment, or property caused by the SCHOOL, its employees, students, coaches, agents, contractors, or invitees during the term of this Agreement.

The SCHOOL shall reimburse the CITY for the full cost of repair or replacement of any damaged property within thirty (30) days of receiving an itemized invoice from the CITY.

The CITY reserves the right to inspect the facilities before and after each use and to document the condition of all CITY equipment and property. The SCHOOL's failure to reimburse the CITY for documented damage within the specified timeframe shall constitute a material breach of contract and may result in immediate termination of the SCHOOL's use of CITY facilities under this Agreement, at the CITY's sole discretion.

III. UTILIZATION OF POOL FACILITIES

The Facilities shall consist of not more than four (4), twenty-five (25) yard swimming lanes, and short course, for the exclusive use of each SCHOOL swim team practice, and eight (8), twenty-five (25) yard lanes for swim meets, (exclusive to the public and exclusive of each swim team) as needed.

Lane availability for swim team practices will be determined daily by the number of swimmers. Use of specific swim lanes and pools will be determined by CITY facility

management.

The Facilities also include non-exclusive use of the pool, pool deck, grandstands (bleachers) for swimming practices and meets, and shower/locker room facilities (non-exclusive as to each swim team and the public). The FHSAA has strict guidelines on ticket sales and revenue sharing. The CITY shall retain all admission fees for CITY-hosted events. SCHOOL hosted events will be charged and retained in accordance with the FHSAA by the SCHOOL.

A. Cost of Operations.

1. The cost of operating the Facilities during the term of this Agreement shall be the sole responsibility of the CITY.
2. As consideration for the use of the Facilities by the SCHOOL, the CITY will collect a rental fee for the swim season as identified in the chart below.

<u>2026</u> <u>In-Season Training Amount</u>	<u>2026</u> <u>Out-of-Season Training Amount</u>
\$4,000 Flat Fee + Applicable Tax	\$15 per lane, per hour + Applicable Tax

Payments shall be made as follows:

- Payment shall be due no later than September 10th of each year;
 - Should the total amount due by the SCHOOL not be received by the CITY's Parks and Recreation Department within thirty (30) days of the date such payment is due, the SCHOOL will be considered to have repudiated this Agreement.
 - Subject to the School providing a valid Florida Consumer's Certificate of Exemption (Form DR-14), no sales tax shall apply.
3. It is specifically recognized that both Parties under this Agreement desire an easily administered business relationship. Thus, such relationship will be primarily managed between the SCHOOL's Athletic Director, or designee, and the CITY's Director of Parks and Recreation.
 4. Should the SCHOOL wish to utilize the Facilities for any County, District, or Regional Swim or Dive Meet, the cost associated will be an additional \$2,000. This fee includes staffing of the Facilities and use of the scoreboard timing system.

IV. HOLD HARMLESS, INDEMNIFICATION AND INSURANCE

A. Indemnification

1. SCHOOL's Indemnification of the City.

To the fullest extent permitted by law and subject to the statutory limitations and monetary caps set forth in Section 768.28, Florida Statutes, and without waiving any rights or defenses under sovereign immunity, the SCHOOL shall defend, indemnify, and hold harmless the CITY and its elected and appointed officials, officers, employees, agents, volunteers and representatives (collectively, the "CITY Parties") from and against any and all third-party claims, demands, suits, causes of action, proceedings, losses, damages, liabilities, settlements, judgments, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, the "Claim(s)") arising out of or resulting from the SCHOOL's use or occupancy of the Facilities, but only to the extent caused by SCHOOL, its employees, or agents including:

- a) Any breach of this Agreement by the SCHOOL;
- b) Any grossly negligent, reckless, intentional or wrongful act or omission of the SCHOOL, its employees, students, coaches, agents, contractors, volunteers, or any persons acting on its behalf or for whom the SCHOOL is legally responsible;
- c) the SCHOOL's failure to comply with or any violation of applicable laws, rules, regulations, or permit requirements; or
- d) Any act by, or the SCHOOL's use of the Facilities outside the scope of use authorized by and permitted under this Agreement.

The SCHOOL shall not be obligated to indemnify the CITY Parties to the extent a claim is caused by the negligent, reckless, intentional, or wrongful act or omission of the CITY Parties.

2. CITY's Indemnification of the SCHOOL

To the fullest extent permitted by law, the CITY shall defend, indemnify, and hold harmless the SCHOOL and its elected and appointed officials, officers, employees, agents, volunteers and representatives (collectively, the "SCHOOL Parties") from and against any and all third-party claims, demands, suits, causes of action, proceedings, losses, damages, liabilities, settlements, judgments, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, the "Claim(s)") arising out of or resulting from the SCHOOL's use or occupancy of the Facilities, but only to the extent caused by CITY, its employees, or agents including:

- a) Any breach of this Agreement by the CITY;
- b) Any grossly negligent, reckless, intentional or wrongful act or omission of the CITY, its employees, students, coaches, agents, contractors, volunteers, or any persons acting on its behalf or for whom the CITY is legally responsible;
- c) the CITY's failure to comply with or any violation of applicable laws, rules,

regulations, or permit requirements.

The CITY shall not be obligated to indemnify the SCHOOL Parties to the extent a claim is caused by the negligent, reckless, intentional, or wrongful act or omission of the SCHOOL Parties.

B. Defense Obligation to the Other Party.

To the extent permitted by law, a Party ("Defending Party") shall provide a defense to the other Party ("Defended Party") against any third-party Claim(s) to the extent the Claim(s) arises from or is alleged to arise from an act, omission, gross negligence, recklessness, intentional misconduct, breach of this Agreement, or violation of law for which the Defending Party is responsible under this Agreement. The Defended Party shall have the right to participate in the defense with counsel of its choosing at its own expense. If a conflict of interest exists between the CITY and the SCHOOL with respect to the Claim(s), the Parties shall retain separate counsel.

C. Comparative Negligence.

To the extent permitted by law, a Party's indemnification obligation shall apply only to the extent that a Claim is caused by the gross negligent, reckless, intentional, or wrongful act or omission of the indemnifying Party or persons for whom the indemnifying party is legally responsible.

D. Survival.

The SCHOOL's indemnification and defense obligations to the CITY shall survive termination or expiration of this Agreement for a period of four (4) years, or the applicable statute of limitations, whichever is longer.

E. Minimum Insurance Requirements.

1. The SCHOOL shall procure at their sole cost and expense and maintain without interruption for the full duration of this Agreement (inclusive of applicable extension periods and renewal terms), liability insurance coverage meeting or exceeding the minimum requirements set forth herein. Failure to maintain required insurance coverages shall constitute a material breach of contract.
2. The SCHOOL shall ensure that the insurance policies required under this Article are applicable to the activities contemplated by this Agreement, including swimming, diving, athletic training, competitions, student supervision, and related activities.
3. The SCHOOL shall not maintain any exclusion, limitation, endorsement, or policy provision that materially eliminates the required coverage for the activities contemplated by this Agreement.

4. Certificate of Insurance (COI) reflecting evidence of the minimum insurance requirements shall be provided to the CITY in advance of the SCHOOL's scheduled use of Facilities. Insurance policies shall not contain exclusions inconsistent with the terms of this Agreement. Upon request, SCHOOL shall provide the CITY with sufficient policy documentation or endorsements to permit the CITY to verify compliance with this requirement. The CITY reserves the right to request certified copies of all insurance policies and endorsements in addition to the COI.
5. The insurance requirements contained in this Article represent the minimum insurance requirements for the activities contemplated by this Agreement. The CITY reserves the right to require additional insurance coverage or limits if reasonably warranted by a material change in the SCHOOL's activities, operations, attendance, use of the Facilities, or applicable CITY Risk Management requirements, provided that any such additional requirement is communicated to the SCHOOL in writing. The SCHOOL's required liability insurance shall not contain an exclusion or limitation that materially eliminates coverage for the School's swimming, diving, athletic, instructional, training, competition, or related activities contemplated by this Agreement. The prescribed insurance requirements shall not limit the liability of the SCHOOL, or any of its subcontractors, agents, employees or representatives under this Agreement, or be construed as a limitation of the SCHOOL's indemnification or contractual obligations to the CITY.
6. All insurance providers must be authorized by valid certificates of authority by Department of Financial Services of the state of Florida, or an eligible surplus lines insurer under Florida Statutes or be an authorized insurance trust as approved by the Florida Office of Insurance Regulation with acceptable financials as defined in Section 163.01, F.S. In addition, the insurer, or in the case of an authorized insurance trust, the reinsurer must have a Best Rating of "A" or better and a financial size category of "VI" or better, according to the Best's Key Rating Guide, published by A.M. Best Company..
7. The SCHOOL shall provide the CITY with prompt written notice of any cancellation, nonrenewal, or material reduction in the required insurance coverage of which the SCHOOL receives notice. To the extent commercially available, the School shall obtain an endorsement providing the CITY with thirty (30) days' written notice of cancellation or nonrenewal.
8. Additional Insured & Policy Endorsement Requirements: Where available and applicable, all liability policies shall include the following required endorsements:
 - *Additional Insured*: The CITY, its elected officials, officers, employees, agents, and volunteers shall be named Additional Insureds on all applicable liability policies.

Certificate Holder/Additional Insured: City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

- *Primary and Non-Contributory:* Where available and applicable, all liability coverage shall apply on a primary and noncontributory basis with respect to coverage afforded to the CITY as Additional Insured.
- *Waiver of Subrogation:* A waiver of subrogation shall be provided in favor of the CITY under Commercial General Liability and Employer's Liability.

Additional Insured status and other required endorsements shall be evidenced by an applicable policy endorsement. A COI alone shall not constitute evidence of required policy endorsements or the CITY's Additional Insured status.

9. Required Insurance Coverage Types and Limits of Liability

Commercial General Liability

a. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

b. Coverage shall include Contractual Liability.

c. No limitation on the scope of protection afforded to the City, its elected officials, officers, employees, agents, and volunteers.

d. Endorsements Required:

City of Doral is Additional Insured
Primary & Non-Contributory
Waiver of Subrogation in favor of the City

Business Automobile Liability (if applicable)

a. Limits of Liability

Bodily Injury & Property Damage Liability	
Combined Single Limit	\$1,000,000
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	

b. Endorsements Required:

City of Doral listed is Additional Insured

Primary & Non-Contributory
Waiver of Subrogation in favor of the CITY

- c. Coverage is required if the SCHOOL, its employees, agents, contractors, or representatives use any owned, hired, leased, or non-owned motor vehicle in connection with activities conducted pursuant to this Agreement, including personnel transport, transport of equipment, students, coaches, or other persons, goods or materials in connection with the use of the Facilities.

Workers' Compensation + Employer's Liability

- a. Statutory- State of Florida
- b. Employer's Liability
 - Limits of Liability
 - Bodily Injury Caused by an Accident, Each Accident \$1,000,000
 - Bodily Injury Caused by Disease, Each Employee \$1,000,000
 - Bodily Injury Caused by Disease, Policy Limit \$1,000,000
- c. Endorsements Required:
 - Waiver of Subrogation in favor of the City
- d. Workers' Compensation coverage as required by Florida law for all SCHOOL employees participating in or supervising activities under this Agreement.
- e. State of Florida issued certificate of exemption is required for any individual or entity claiming exemption from this requirement.

Umbrella / Excess Liability Insurance

The SCHOOL shall maintain Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate, which shall apply in excess of the underlying liability insurance required by this Agreement. Any Umbrella/Excess Liability policy used to satisfy the CITY's required overall liability limits shall provide coverage at least as broad as the underlying required liability coverage, does not contain an exclusion or limitation that materially eliminates coverage for the activities contemplated by this Agreement, and shall apply to the CITY Parties as Additional Insureds to the extent required under this Agreement.

Participant Accident/Medical Coverage

The SCHOOL shall maintain Participant Accident/Medical insurance applicable to all students and other participants engaged in activities under this Agreement, providing coverage for accidental injuries sustained during practices, competitions, and other activities authorized under this Agreement. Such coverage may be primary or excess to other available medical coverage, provided that it is applicable to the activities contemplated herein.

Sexual Abuse and Molestation Liability

The SCHOOL shall maintain Sexual Abuse and Molestation Liability coverage, either as part of its Commercial General Liability policy or through a separate policy or endorsement, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Coverage shall include, to the extent available under the applicable policy, claims arising from alleged sexual abuse or molestation and liability arising from negligent hiring, retention, supervision, or reporting associated with such allegations. Evidence of this coverage/endorsement or policy provision shall be provided to the CITY prior to SCHOOL use of Facilities.

V. GOVERNING LAW AND SOVEREIGN IMMUNITY

A. Governing Law.

This Agreement and all amendments, modifications, alterations, supplements hereto, and the rights of the Parties shall be construed and governed by the laws of the State of Florida, without regard to its rules on conflicts of laws, and applicable laws of the United States of America. Any action arising out of or relating to this Agreement shall be brought and resolved exclusively in the state or federal courts located in Miami Dade County, Florida, including related appellate courts. The Parties irrevocably submit to the jurisdiction of such court in any such action or proceeding.

B. Award of Fees and Costs.

In the event any controversy, Claim, dispute, or legal proceeding between the SCHOOL and the CITY arises out of or relates to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees, court costs, and expenses, whether suit be brought or not, and including those incurred in any appellate proceeding or in any bankruptcy proceeding (including but not limited to any adversary proceeding, contested matter, motion, or otherwise).

C. No Waiver of Sovereign Immunity.

Nothing in this Agreement shall be construed as an express or implied waiver of either Party's sovereign immunity, or as an agreement by either Party to indemnify, defend, or hold harmless the other Party, beyond the Party's liability expressly provided by applicable Florida law, including Section 768.28, Florida Statutes, as amended.

Any Claim against either Party arising out of this Agreement shall be subject to the limitations, procedures, and requirements set forth in Section 768.28, Florida Statutes, as amended, including but not limited to the monetary caps on judgments and settlements, the requirement of presentment of Claims, and the prohibition on attorney's fees and costs against the Party except as expressly provided by law.

This provision shall survive termination or expiration of this Agreement.

VI. PUBLIC RECORDS

The Parties acknowledge that both Parties are subject to Florida's Public Records Law, Chapter 119, Florida Statutes, and shall comply with all public records obligations imposed on the Parties by applicable law.

The Parties shall:

1. Keep and maintain public records required by the Parties to perform the services contemplated by this Agreement;
2. Upon request from the other Party's Custodian of Public Records, provide the requesting Party with copies of requested records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following its termination, if the Party does not transfer the records to the other Party;

Upon completion or termination of this Agreement, both Parties shall transfer to the other, at no cost, all public records in the Party's possession or, alternatively, keep and maintain public records required by the law to perform the services contemplated by this Agreement.

If a Party transfers all public records to the other Party upon termination, the that Party shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements.

If a Party keeps and maintains public records following termination, that Party shall meet all applicable requirements for retaining public records in accordance with Chapter 119, Florida Statutes.

All records stored electronically must be provided to the other Party, upon request, in a format that is compatible with the other Party's information technology systems.

A Party's failure to comply with this Article shall constitute a material breach and grounds for immediate termination.

IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Connie Diaz, City Clerk
City of Doral Government Center
8401 NW 53rd Terrace
Doral, Florida 33166

Phone: (305) 593-6725

Email: connie.diaz@cityofdoral.com

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Jeannette Acevedo Isenberg at Jacevedoisenberg@dadeschools.net
with a copy to Christine@Juradolaw.com

VII. ASSIGNMENT AND SUBLETTING PROHIBITED

- A. The SCHOOL shall not assign, transfer, sublease, or otherwise convey any of its rights or obligations under this Agreement without the prior written consent of the CITY, which the CITY may grant or withhold in its sole and absolute discretion.
- B. The SCHOOL shall not permit any third party, organization, or individual (other than the SCHOOL's enrolled students, employed coaches, and authorized staff) to use the Facilities pursuant to this Agreement, except during CITY approved meets, competitions, and tournaments.
- C. Any attempted assignment, transfer, or sublease without the CITY's prior written consent shall be void and shall constitute a material breach of this Agreement, entitling the CITY to immediate termination.
- D. No assignment or transfer, even if consented to by the CITY, shall relieve the SCHOOL of any obligation or liability under this Agreement.

VIII. NOTICES

All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given:

If to the CITY:

City of Doral
Attn: Zeida Sardiñas, City Manager
City of Doral Government Center
8401 NW 53rd Terrace
Doral, Florida 33166

Email: zeida.sardinas@cityofdoral.com

With Copy to:

City of Doral
Attn: Lorenzo Cobiella, City Attorney
City of Doral Government Center
8401 NW 53rd Terrace
Doral, Florida 33166
Email: lorenzo.cobiella@cityofdoral.com

If to the SCHOOL:

Downtown Doral Charter Upper School, Inc.
Attn: Jeannette Acevedo Isenberg, Head of Schools
7905 NW 53rd St
Doral, FL 33166
e]
Email: JAcevedoIsenberg@dadeschools.net

With a copy to:

Jurado Law Group, PA
Attn: Christine Jurado, Esq
6401 NW 74 Ave
Miami, FL 33166
Email: Christine@Juradolaw.com

Either party may change its mailing address by providing written notice to the other party in accordance with this Article.

IX. NONDISCRIMINATION AND ADA COMPLIANCE

A. Nondiscrimination.

The Parties shall not discriminate against any person on the basis of race, color, national origin, sex, age, disability, religion, marital status, familial status, sexual orientation, gender identity or expression, or any other basis prohibited by federal, state, or local law in its use of the Facilities or in connection with any activities conducted pursuant to this Agreement.

B. ADA Compliance.

The Parties shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, Title II of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Florida Americans with Disabilities Accessibility Implementation Act, and all other applicable federal, state, and local laws regarding accessibility and accommodation of individuals with disabilities.

C. Accommodation Requests.

The Parties shall cooperate with each other in responding to any requests for reasonable accommodation made by students, parents, or spectators and shall refer all such requests to the CITY's ADA Coordinator or the SCHOOL's Principal, as applicable.

D. Remedies.

Any violation of this Article shall constitute a material breach of this Agreement and may result in immediate termination, in addition to any other remedies available to the Parties under applicable law.

X. MISCELLANEOUS PROVISIONS

A. Independent Contractor.

The SCHOOL is an independent contractor and not an employee, agent, partner, or joint venturer of the CITY. Nothing in this Agreement shall be construed to create an employment, agency, partnership, or joint venture relationship. The Parties have no authority to bind the other or incur any obligation on the other's behalf.

B. No Third-Party Beneficiaries.

This Agreement is intended solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

C. Entire Agreement.

This Agreement, together with all exhibits, schedules, and attachments hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties relating to such subject matter.

D. Amendments.

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both parties. No waiver of any provision shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

E. Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and such invalid provision(s) shall be reformed to the extent necessary to make it valid and enforceable while preserving the parties' intent to the maximum extent possible.

F. Waiver.

No waiver of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default of the same or any other provision. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such

provision or the right to enforce it at a later time.

G. Headings.

Article and section headings are for convenience only and shall not be used to interpret or construe the provisions of this Agreement.

H. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall have the same force and effect as original signatures.

I. Force Majeure.

Neither party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by events beyond the reasonable control of such party, including acts of God, natural disasters, war, terrorism, pandemic, government action, or utility failure; provided, however, that:

1. The affected party provides prompt written notice to the other party;
2. The affected party uses commercially reasonable efforts to mitigate the effects of such event and resume performance; and
3. Force majeure shall not excuse the SCHOOL's payment obligations or liability for damages occurring prior to the force majeure event.
4. In the event the Facilities are rendered unusable or unavailable due to a Force Majeure event or City-initiated cancellation/closure, any prepaid fees shall be refunded to the School on a prorated basis, or credited toward future facility use at the School's sole discretion.

J. Survival.

The Party's indemnification, defense, and insurance obligations under this Article shall survive the expiration or termination of this Agreement with respect to Claims arising out of acts, omissions, occurrences, or activities that took place during the term of this Agreement.

Approved By:

Kimberly Ortiz
Authorized School Representative Printed Name

[Signature]
Authorized School Representative Signature
Downtown Doral Charter Upper School, Inc.

Michael Festa
Director of Parks and Recreation
City of Doral

Principal
Authorized School Representative Title

8/27/26
Date

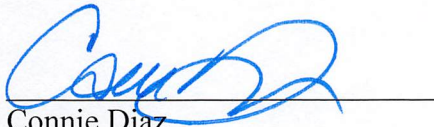
Date

By:



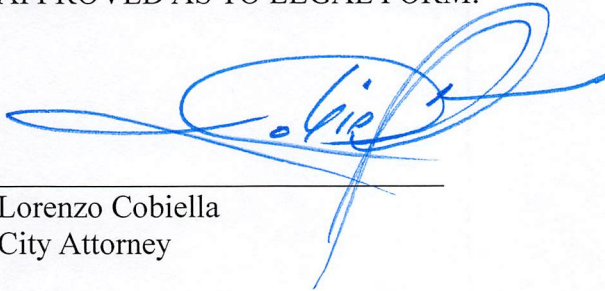
Zeida Sardiñas
City Manager

ATTESTED BY:



Connie Diaz
City Clerk

APPROVED AS TO LEGAL FORM:



Lorenzo Cobiella
City Attorney