

HOST FACILITY AGREEMENT

This Agreement ("Agreement") is entered into on this ____ day of _____, 2025 ("Effective Date") by and between the United States Tennis Association Incorporated, a New York not-for-profit corporation with an address of 2500 Westchester Ave, Suite 411, Purchase, NY 10577 ("USTA") and the City of Delray Beach, a municipality with its principal place of business located at 100 NW First Ave, Delray Beach, FL 33444 ("City"). Hereinafter USTA and City may be referred to collectively as "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, the Davis Cup Competition ("Davis Cup") is owned and operated by the International Tennis Federation ("ITF") and is staged and conducted pursuant to the 2025 Davis Cup Rules and Regulations ("Davis Cup Rules") promulgated by the ITF; and

WHEREAS, the USTA administers and sponsors the United States Davis Cup Team ("US Team") which is scheduled to play the Czechia National Team ("Visiting Team") in a Davis Cup Qualifier Second Round Tie on September 12 through 13, 2025 in the United States ("Davis Cup Tie"); and

WHEREAS, the USTA has been authorized by the ITF to promote and stage the Davis Cup Tie in the United States; and

WHEREAS, the USTA has been authorized by the ITF to select the facility for the Davis Cup Tie; and

WHEREAS, City has applied to the USTA to host the Davis Cup Tie at the City of Delray Beach's Tennis Center – Delray Beach Tennis Center ("Host Facility") in Delray Beach, Florida ("Host City"); and

WHEREAS, the USTA has awarded City the right to host the Davis Cup Tie at the Host Facility in the Host City; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the USTA and City agree as follows:

1. CONTINGENCIES. City and USTA each agree and acknowledge that this Agreement is subject to and fully contingent upon the following:

- (a) Successful execution of a host hotel(s) agreement between the USTA and hotel or hotels selected by the USTA ("Host Hotel" or "Host Hotels"); and
- (b) Approval of the Host Facility by the ITF, pursuant to its Regulations for the 2025 Davis Cup competition.

Should the USTA fail to enter into an agreement with the Host Hotel(s) and/or the ITF rejects the Host Facility, this Agreement shall be deemed null and void and neither Party shall have any obligation (financial or otherwise) except to keep the terms of the Agreement strictly confidential as provided for

herein. USTA must confirm to City in writing, no later than June 20, 2025, whether the aforementioned contingencies have been satisfied. Failure by the USTA to notify City in writing on or before June 20, 2025 shall be deemed confirmation that such contingencies have been satisfied.

Further, City acknowledges that the ITF may postpone, reschedule, or cancel the Qualifier Second Round at its discretion. The USTA reserves the right at the USTA's sole discretion to postpone, cancel, and/or not participate in the Qualifier Second Round. In the event that the ITF and/or USTA postpones, reschedules, or cancels the Qualifier Second Round and the Davis Cup Team's participation thereof, this shall not be considered a breach.

2. TERM. This Agreement is effective as of the Effective Date and terminates on Monday, September 15, 2025 at 11:00 PM EST ("Term"), unless this Agreement is earlier terminated or extended as provided for herein. City agrees to provide USTA use of the Host Facility as per the terms defined herein during the period commencing on September 1, 2025 at a time to be mutually agreed upon by the Parties until September 15, 2025 at 11:00 PM EST ("Term of Use"). The Parties will mutually agree in writing upon the actual daily schedule for use of the Host Facility during such period. On or before September 1, 2025 the USTA will provide City with a proposed schedule for the use of the Host Facility, which will include the proposed times for set-up and move-in, practice schedules for the players, times for each daily session and break-down and move-out.

3. SANCTION. It is understood and agreed that the USTA shall have control over all aspects of the Davis Cup Tie in accordance with the Davis Cup Rules. At all times during the Term, the promotional and management rights for the Davis Cup Tie shall remain with the USTA.

4. COMPETITION. The Davis Cup Tie will consist of the following US Team vs. Visiting Team tennis matches ("Match Days"):

Friday, September 12, 2025	Two (2) Singles Matches
Saturday, September 13, 2025	One (1) Doubles Match and (1) Singles Match (Potential for 2 Singles Matches based on Davis Cup Tie Results after four matches played)

In the event of a postponement, as determined by USTA in consultation with the ITF, the Davis Cup Tie may be extended into Sunday, September 14, 2025 (or another mutually agreed upon date should Sunday, September 14, 2025 be delayed or postponed) and the move-out date shall be adjusted accordingly; it being acknowledged and agreed that the Parties shall continue to provide the obligations and responsibilities as provided for herein at their own cost and expense and the move-out dates shall be adjusted accordingly.

5. PLAYERS. The USTA will select the US Team captain, players, practice players, coaches, and the USTA support staff. The Parties understand and agree that neither the USTA nor the ITF guarantees any specific United States or Visiting captains, players, or practice players for the Davis Cup Tie. The USTA will determine and be responsible for all professional fees and travel expenses paid to the US Team captain, players, practice players, coaches, and the USTA support staff.

6. PLAYER COMMERCIAL USE. It is understood and agreed that no commercial use may be made by City of the captains, players, or teams competing in the Davis Cup Tie, the ITF, the USTA, or

any logo or identification thereof, without the prior written consent of the USTA, which written consent is in the USTA's sole and absolute discretion, and may be withheld.

7. USTA ROLE AND OBLIGATIONS. The USTA will act as the promoter and organizer of the Davis Cup Tie. This includes full responsibility to the ITF, the owner/operator of Davis Cup. In connection therewith, USTA agrees to secure and to provide the following:

- (a) Times. USTA will set the starting times for the matches in consultation with the ITF.
- (b) Seating/Equipment/Surface. USTA shall be responsible, at its sole expense, for any temporary seating it deems necessary to host the Davis Cup Tie. The USTA shall be responsible, at its sole expense, for all necessary tennis equipment for the Davis Cup Tie, unless agreed upon in advance, in writing between the Parties. The Parties agree hereto that the site's Umpire Chair will be utilized by the USTA for this Davis Cup Tie.
- (c) Tennis Balls. USTA will select and provide the tennis balls to be used for the Davis Cup Tie.
- (d) Officials / Ballpersons. USTA will select, supervise and compensate, if applicable, the referee, chair umpires, linespersons, and ballpersons.
- (e) Program. USTA may create a digital Official Program ("Program") for the Davis Cup Tie, which may be produced in any form or medium at the USTA's sole discretion. Advertising may be sold by the USTA pursuant to an agreement with the ITF and in accordance with the Davis Cup Rules.
- (f) Television / Radio / Internet. The ITF will be responsible for negotiating and obtaining all television, radio, internet, intranet, extranet, or any associated rights in any medium and any other media coverage, if any, of the Davis Cup Tie as provided for herein.
- (g) Media Relations/Public Relations. USTA will be responsible for handling all media relations and public relations activities related to the Davis Cup Tie. City will assist with providing contacts for local media sources.
- (h) Meals. USTA will be responsible for the cost of providing all meal service for the players and for all officials, USTA media staff, and USTA support staff working the Davis Cup Tie. Meals for volunteers shall be priced at cost.
- (i) Announcer. USTA will provide and pay for the public address announcer for the Davis Cup Tie.
- (j) Credentials/Security. City acknowledges and agrees that: (i) the issuance of all credentials by USTA is subject to the credential and security procedures as determined by USTA and in accordance with the Davis Cup Rules; and (ii) City and all Host Facility staff must reasonably abide by all credential terms and conditions as determined by USTA. City and Host Facility shall reasonably comply with all USTA specified security procedures.

- (k) Final Authority. USTA shall have the final authority over all matters applicable to the staging of the Davis Cup Tie.

8. CITY ROLE AND OBLIGATIONS. City agrees to use its good faith efforts to ensure that the Davis Cup Tie is staged in accordance with this Agreement. In connection therewith, City agrees to secure and to provide the following to USTA:

- (a) Facility. City agrees to provide the Host Facility for the promotion and staging of the Davis Cup Tie as provided for herein for no fee as outlined in Paragraph 9. The Host Facility shall include, but not be limited to, the following: stadium court, seating bowl, public entryways, green spaces, box office, dressing rooms, locker rooms, club house, Delray Beach Community Center, courts for community events as further defined in 8.a.ii., courts for practice as further defined in 8.a.iii. hospitality areas, restrooms, hospitality suites, and other areas specifically located at the Host Facility as reasonably requested by USTA. Further, City agrees to professionally deep clean the Host Facility prior to the Davis Cup Tie, but following any prior events held at the Host Facility at its sole expense. Additionally, the City shall clean and maintain all Host Facility spaces provided to the USTA in this Agreement at no cost to the USTA.
- i. City Tennis Court Operations. The City shall be entitled to operate its tennis court operations at the Host Facility during the USTA's use period, except for the days of Thursday, September 11 – Sunday, September 14, provided that the City partitions its tennis court operation area from the actual areas being used by the USTA in a manner reasonably approved by the USTA.
 - ii. Community Events. Host Facility will provide an advance, agreed upon number of courts daily from September 8 – 15, 2025 for USTA-based community events. The date, number of courts, and hours of use shall be communicated between the Host Facility and USTA.
 - iii. Practice Courts. Host Facility Hard Court 1 and Hard Court 2 will be reserved for twenty-four hours daily and utilized solely for the Davis Cup Tie from September 5, 2025 through and including September 14, 2025. The USTA shall manage the scheduling and use of the same from September 5 – 14, 2025.
 - iv. Court Resurfacing. The City agrees to provide professional resurfacing, as approved in advance in writing by the USTA, at the City's sole expense to the Host Facility's Stadium Court, and Hard Court 1 and Hard Court 2. City confirms that all three courts shall be resurfaced and ready for use no later than September 1, 2025. The City and Host Facility acknowledge and agree that these three re-surfaced courts will not be utilized except for Davis Cup Tie use from September 1 – 15, 2025.
 - v. Host Facility Use Schedule: In line with the provisions herein, the Parties agree to the following use and schedule of Host Facility:
 - 1. September 1 – 15, 2025 – exclusive use of Stadium Court, Hard Court 1-4 and Court 1-14, with non-USTA or City credentialed staff not permitted;
 - 2. September 4 – 15, 2025 - use of Host Facility to load-in and begin staging of the Event throughout the Host Facility footprint, as well as break-down and load-out;
 - 3. September 8 – 15, 2025 – use of an advance, agreed upon number of tennis courts at specified locations for USTA's use for community events; and

4. September 11 – 15, 2025 – exclusive use of the Host Facility footprint for the Event.

- (b) Staffing. City shall cause Host Facility to provide all Host Facility controlled staffing including (but not limited to) the following: all tennis court maintenance personnel, parking personnel, police personnel, fire personnel and equipment, and electrician or such other members of the current staff of the Host Facility as may be mutually agreed. (“General Staffing”). Further, the City shall provide an electrician, plumber, painter and a carpenter for one (1) week to work on mutually agreeable jobs with respect to the facilities for the Davis Cup Tie upon a mutually agreed schedule. In addition, information technology personnel shall be provided by the Host Facility to interface with USTA personnel, as required, for set-up and/or utilization of Host Facility systems. The Host Facility shall provide the USTA a staffing plan in advance of the Event indicating the positions and related number of staff Host Facility deems necessary to conduct a successful event. The Host Facility shall gain the USTA’s approval of the proposed staffing plan in advance of the Event. Further, City agrees to provide staff to assist USTA in various operational areas of the Davis Cup Tie as reasonably determined by USTA.

The USTA may provide training to Host City staff in advance of the Event on September 10, 2025 to September 13, 2025 as to expectations and traditional run-of-show operations. City shall ensure that Host Facility staff does not wear or carry any item with sponsor identification, except for name tag, and branded uniform shirt/vest, which may identify the Host Facility or its third-party vendor name and logo, unless such item is provided or approved in writing by USTA in advance. The Host Facility will provide the logos to be utilized by its staff and third-party vendors in advance of the Event to ensure no conflicting identification is worn. All event staff shall be solely under the direction of the City and shall not be considered employees or agents of the USTA, and in no event shall the USTA be deemed a joint employer.

- (c) Utilities. City agrees to cause Host Facility to provide all existing light, electricity and electrical hookups, water, heat, ventilation, air conditioning and other utilities deemed reasonably necessary for the promotion and staging and production (including broadcasting) of the Davis Cup Tie at Host Facility at no cost to USTA. City shall ensure that the lighting provided on the match court shall equal or exceed the match lighting requirements as outlined in the Davis Cup Rules of at least one hundred and fifty (150) foot candles, average, derived from readings across the actual, temporarily installed playing surface and the surrounding surface area of the match court.
- (d) Telephones/Internet/Cable Television. City agrees to cause Host Facility to provide all existing telephone, internet, and cable television lines and connections at Host Facility deemed reasonably necessary for the promotion and staging of the Davis Cup Tie at Host Facility at no cost to USTA. Should USTA determine that additional services, or additional service locations within the venue are required, USTA shall be responsible for securing such services, upon consultation with Host Facility, at USTA’s sole cost and expense.
- (e) House Equipment. City agrees to cause Host Facility to provide USTA with all in-house equipment in its inventory including but not limited to any, decking, podiums, forklifts,

barricades, tables, chairs and audio-visual at no cost to USTA. USTA may rent the necessary tents, tables, chairs, handrails, stairs, and skirting to complete the set-up at its cost from either Host Facility or outside vendor.

- (f) Forklift. The City agrees to provide the USTA with the use of a forklift for the installation and removal of equipment for the Davis Cup Tie for a mutually agreeable period.
- (g) Blowers. The City agrees to provide a sufficient number of high volume / high capacity blowers to assist in the drying of the tennis courts in the event of a weather-related delay.
- (h) Parking. City shall be responsible for all costs and expenses related to parking and shall be entitled to all income received therefrom. Further, the City agrees to dedicate one hundred fifty (150) complimentary parking spaces in the immediate vicinity of the Host Facility on match days and fifty (50) complimentary parking spaces on non-match days. Spaces shall be assigned in mutual agreement between USTA and the City. In addition, USTA and City shall mutually agree upon the date(s) of parking lot(s) closures, in writing, on or before August 15, 2025. City shall provide for adequate parking for all television production trucks, satellite uplink trucks, and storage containers associated with the Davis Cup Tie at no cost to the USTA.
- (i) Concessions / Retail Space. City shall provide adequate space for concessions and retail display areas at Host Facility.
- (j) Permits. City shall be responsible for obtaining all required licenses and permits for the staging of the Davis Cup Tie at its sole expense. Should any of USTA's subcontractor's work require permits, the USTA shall be responsible for the same at its cost.
- (k) Database(s). If requested by the USTA, City agrees to send e-mails on behalf of USTA to their respective existing e-mail database(s) for the purpose of promoting and selling tickets to the Davis Cup Tie, subject to the restrictions placed on such databases and in line with local, State, and Federal requirements. However, no names or email addresses shall be released to USTA. City shall exercise reasonable efforts to cause Host Facility to do the same to their respective existing e-mail database(s).
- (l) Community Events. City agrees to work in good faith with USTA Florida Sectional Association to promote, organize, and host (with the prior approval of USTA) ancillary community events, to further promote the Davis Cup Tie.
- (m) Function Space. City agrees to assist USTA in its efforts to secure acceptable venues, at no rental charge to USTA, for the following functions:
 - i. space for the purpose of hosting a press conference to announce the Davis Cup Tie on a date to be mutually agreed to by the Parties ("Press Conference"); and
 - ii. space for the purpose of hosting the Draw Ceremony for the Davis Cup Tie on a date and time to be communicated in writing between the Parties, if any ("Draw Ceremony"). For clarity, it is understood that the USTA may incur rental charges for the meet and greet depending on the chosen location. USTA shall be responsible for planning and executing all official functions and shall be responsible for all costs

unless otherwise provided for herein.

- (n) Walkthrough: USTA and Host Facility designated representatives will conduct a pre and post event walkthrough of the Host Facility to assess for conditions and/or any damage. USTA agrees to cover repair costs for any damages occurred, through mutually agreed upon vendor.
- (o) Prohibited Items: The Parties shall agree to a list of Prohibited Items for the Venue, which will include, but not be limited to weapons (firearms, knives, etc.). City shall enforce the prohibited items list that the Parties agree upon.

9. RENT. There shall be no rent charged to the USTA for the USTA's use of the Host Facility except as specified in this Agreement ("Rental Fee").

10. SIGNAGE. City acknowledges that the Host Facility shall be a "clean facility" with all existing sponsorship/partner commercial signage within the Host Facility seating area (viewable from the court) removed or covered for the Davis Cup Tie and will cause the Host Facility to fully comply with such requirement, at no cost to the USTA; however, the name "City of Delray Beach", and/or any signage referencing the Host and Host Facility, may be displayed in locations mutually agreed upon by the Parties. The USTA shall be solely responsible for all temporary signage (including design, materials, installation, and removal) placed in the Host Facility for the Davis Cup Tie in accordance with the Davis Cup Rules. All such signage shall be professionally made and shall comply with the standards of similar sporting events and shall comply with all applicable laws and regulations. The USTA agrees to provide City with a plan for the type and display of all temporary signage, including the agreed upon signage for any Tie Sponsors or Tie Suppliers for the Davis Cup Tie.

11. SPONSORSHIP. It is understood and agreed that the USTA may sell sponsorship package for the Davis Cup Tie ("Tie Sponsorship Packages"), which includes a maximum of seven (7) sponsors ("Tie Sponsors") and an unlimited number of suppliers ("Tie Suppliers"), pursuant to the Davis Cup Rules. The USTA shall in its sole discretion determine the benefits afforded to each Davis Cup Tie Sponsor and/or Tie Supplier and shall be responsible for the fulfillment of the same. USTA shall be responsible for all costs and expenses relating to the sale of such Tie Sponsorship Packages except those noted below and shall be entitled to all gross income received, derived or otherwise resulting from such tie sponsorship or a la carte benefits.

Tie Sponsors and/or Tie Suppliers may not conflict with closed sponsorship categories as specified by the ITF. Closed sponsorship categories currently include the following (but which are subject to change): insurance, technology, steel, clothing, gaming, coating, adhesives, sealants, and tennis balls. Reserved categories currently are (and subject to change): cosmetics, foreign exchange, luggage, and jewelry. The current open categories are (subject to change): banking and finance, provided there is not an insurance component to the entity. In addition, USTA may not enter into a Tie Sponsorship Agreement with tobacco or hard liquor companies or any company or establishment which would be deemed to be detrimental to the competition as determined solely by the ITF. The USTA shall notify City of any changes to the categories listed herein, if and/or when their status changes.

All proposed Tie Sponsors and/or Tie Suppliers, and the terms and conditions of such proposed sponsorship shall be subject to the prior written approval of the USTA, such approval shall not be

unreasonably withheld or delayed. Any such Tie Sponsorship Agreements shall be between USTA and the respective sponsor and all gross income derived from such agreement shall be paid directly to USTA as per the terms of such agreement.

12. CITY BENEFITS. USTA agrees to provide the following benefits to City in connection with the Davis Cup Tie:

- (a) Promotion as Host Facility. City shall be entitled to promote its association as Host of the Davis Cup Tie in all media and shall be allowed to use the Davis Cup logo ("Logo") only in association with the Davis Cup Tie. Any such use of the Logo must have the prior written approval of the USTA.
- (b) Advertising and Collateral. Host City and/or Host Facility will be incorporated into Davis Cup Tie advertising and collateral materials generated by the USTA to promote the Davis Cup Tie, at the USTA's sole discretion. Notwithstanding the foregoing, USTA shall not publish, advertise or otherwise use, or make any press releases containing, any of the names, marks, logos, or other intellectual property of the City without the prior written approval of the City. Notwithstanding the foregoing, the Parties agree that once written approval has been obtained, each subsequent use of the approved material shall not require secondary approval.
- (c) Host City name (i.e., Delray Beach) to be placed on the stadium court surface at Host Facility in accordance with ITF regulations during the Davis Cup Tie.
- (d) Host City shall receive (2) court signage spots, at a location to be determined by the USTA, for Host City's use for promotional purposes. The promotional signage utilized shall be mutually agreed upon, in advance in writing.
- (e) City shall receive a mutually agreed upon number of: (i.) price level 1, 2-day tickets in locations as determined by USTA, and (ii.) 2-day tickets distributed equally across price levels 2 - 4 and in locations as determined by USTA at no charge to City to use at its discretion. These tickets and any other complimentary tickets provided to the City, and any of City's designees involved with promotion of this event, are inclusive in this number of tickets.
- (f) City shall receive 8 (eight) invitations to the meet and greet and Draw Ceremony at no charge to City for City to use at its discretion. The City acknowledges these events are subject to change, cancellation, or restriction at the USTA and/or ITF's discretion, and shall not constitute a breach of this Agreement should this benefit not be fulfilled.

13. CONSIDERATION. In consideration of its partnership with USTA to bring the Davis Cup Tie to the Host City and its Facility, City agrees to the following:

- a. Financial Commitment. Pay USTA seventy-five thousand dollars (\$75,000) to be paid within thirty (30) days ("Fee"). In the event that this Agreement is terminated by USTA pursuant to Section 1 above, any amounts paid by City to USTA under this Section shall be refunded to City within 30 days of such termination. In the event that the Davis Cup Tie is cancelled for any reason which is not the fault of the City, USTA shall reimburse City

for any amount which has been paid under this Section to USTA as soon as reasonably possible.

14. TELEVISION AND RADIO. USTA represents and warrants that it or the ITF will seek to arrange for the domestic and international telecast of the Davis Cup Tie (domestic coverage provided by Tennis Channel). However, if television coverage cannot be arranged, it shall not be a breach of this Agreement. It is understood and agreed that USTA and/or ITF will be entitled to all revenues and ownership rights derived from any television and/or radio broadcasts of the Davis Cup Tie and/or any other exhibition of the same on the Internet and/or any other media outlet. City shall waive any broadcast origination fees at the Host Facility. City shall cause Host Facility to provide adequate space for the international and domestic television compound.

15. TICKETS. Host Facility acknowledges and agrees that the USTA will utilize its relationship with Ticketmaster, and operate from the same, during the Davis Cup Tie. Host Facility will provide full use of its box office location (office{s}). USTA shall at all times maintain control and direction of all ticket sales and shall be entitled to all income received therefrom. USTA shall have control over the sale of all suites and shall be entitled to all income received therefrom. USTA, further, shall manage the ticket box office, ticket personnel and ticket sales revenue until the conclusion of the Davis Cup Tie.

16. DAVIS CUP MERCHANDISE / GIVEAWAYS. USTA, exclusively, shall be entitled to sell event related souvenirs, programs, novelties, or merchandise ("Davis Cup Merchandise") at the Host Facility during the Davis Cup Tie. The Host Facility and sales locations for all Davis Cup Merchandise sales throughout Host Facility. USTA is entitled to all revenue received. Further, the USTA shall have the right, in its sole discretion, to have its representatives/volunteers distribute giveaways (e.g., noise makers, megaphones, pennants, magnets, etc.) during the Davis Cup Tie. USTA shall work with Host Facility to determine what items may be brought into the Host Facility for the Davis Cup Tie (e.g., banners, signs, pennants, flags, instruments, etc.), and to communicate the camera policy.

17. FOOD AND BEVERAGE / CONCESSIONS. USTA will secure a third party to handle all of the food and beverage sales, back of house catering, and USTA-provided hospitality for the Davis Cup Tie. USTA shall be responsible for costs and expenses related to the food and beverage sales, back of house catering, and USTA-provided hospitality, all of which will include alcohol, for the Davis Cup Tie and shall be entitled to all income received therefrom. As such, the City agrees not to place any restrictions on any food or beverages that may be sold, utilized, or brought into the Host Facility.

18. INSURANCE. The Parties agree as follows with respect to the insurance for the Davis Cup Tie:

- (a) USTA Insurance. The USTA shall, within ten (10) days after the Effective Date, provide to City evidence of insurance coverage naming City and Host Facility and their respective agents, directors, officers, managers, servants, employees and representatives as additional insureds with respect to general liability and property damage liability, issued by an insurance carrier authorized to do business in the State of New York, which insurance shall not be subject to cancellation or material modification without thirty (30) days' notice to City. Such insurance coverage shall include: (i) worker's compensation for all USTA employees, (ii) employer's liability for all USTA employees, (iii) commercial general liability providing coverage against liability for bodily injuries, including death, slander, libel property damage, contractual and participants liability in the minimum amount of

\$5,000,000 per occurrence, and (iv) automobile liability covering all owned, non-owned, or hired vehicles in the amount of \$1,000,000 per accident.

- (b) Host Facility Insurance. City agrees, within ten (10) days after the Effective Date, to provide to the USTA evidence of insurance coverage for the Host Facility as reasonably required by USTA issued by insurance carriers authorized to do business in the State of Florida, which insurance shall not be subject to cancellation or material modification without thirty (30) days-notice to the USTA. Such insurance coverage shall include: (i) worker's compensation for all staffing for the Davis Cup Tie provided by Host Facility's employees, agents and representatives, (ii) employer's liability for all staffing for the Davis Cup Tie provided by Host Facility, (iii) commercial general liability providing coverage against liability for bodily injuries, including death, slander, libel, property damage, contractual and participant liability in the minimum amount of \$3,000,000 per occurrence, and (iv) automobile liability covering all owned, non-owned, or hired vehicles in the amount of \$1,000,000 per accident. The Parties agree that City is self-insured for Worker's Compensation up to \$500,000.00 but will provide Certificate of Insurance for excess insurance.

19. LIMITATION OF LIABILITY. Except as specifically provided in this Agreement, in no event shall either Party be liable to the other for any special, incidental, consequential, or punitive damages that may be suffered by the other with respect to the subject matter of this Agreement. Such damages include, but are not limited to, compensation, reimbursement of damages on account of present or prospective profits, loss or damage to reputation or goodwill, expenditures, investments or commitments, whether made in the establishment, development or maintenance of business reputation or goodwill, or for any other reason whatsoever, including, but not limited to, the claims of any third party. The Parties acknowledge that any limitations of liability will in no way affect either Party's right to seek appropriate relief at law arising from or incident to any death, personal injury or property damage which is in any way connected to the other's negligence, willful misconduct or strict liability in tort with respect to the subject matter of this Agreement.

20. INDEMNITIES. The Parties agree as follows with respect to the indemnities for the Davis Cup Tie:

- (a) Indemnity by the USTA. The USTA agrees to indemnify City and its respective affiliates, and their agents, directors, officers, managers, servants, volunteers, and employees and representatives or insurers against all liability (statutory or otherwise), claims, suits, demands, damages, losses, judgments, costs, fines, penalties, interest and expenses, including without limitation, reasonable attorney's fees and disbursements, resulting from any negligent acts, errors and omissions or willful conduct of the USTA or their respective principals, officers, agents, contractors, servants, volunteers, and employees in connection with (i) its performance of any obligation of the USTA under this Agreement, (ii) any material breach by the USTA of any of the terms of this Agreement, and/or (iii) any act or omission by the USTA and the ITF and their respective agents, directors, officers, managers, servants, volunteers, employees, representatives and/or invitees, whether or not in connection with this Agreement or the performance hereunder.
- (b) Indemnity by City. To the extent permitted by law, City agrees to indemnify the USTA

and the ITF and their respective agents, directors, officers, managers, servants, employees, volunteers, and representatives or insurers against all liability (statutory or otherwise), claims, suits, demands, damages, losses, judgments, costs, fines, penalties, interest and expenses, including without limitation, reasonable attorneys' fees and disbursements, resulting from any negligent acts, errors and omissions or willful conduct of City, Host Facility, or LOC, or their respective principals, officers, agents, contractors, servants, volunteers, and employees in connection with its performance of any obligation under this Agreement or any material breach by City of any of the terms of this Agreement.

- (c) Notice by Indemnified Party. The indemnified party shall give notice promptly in writing of any suit or claim to the other Party and the indemnified party and its agents, directors, officers, servants and employees shall cooperate fully with the indemnifying party and its counsel. The indemnifying party shall, at its own cost and expense, pay or cause to be paid all attorneys' fees and expenses and all costs and other expenses arising therefrom or incurred in connection therewith. Provided however, that the indemnified party retains the right, at its own expense, to deal with any action hereunder by employing its own counsel. Neither the indemnified party nor the indemnifying party shall settle any action without the consent of the other Party; such consent shall not be unreasonably withheld or delayed.

21. WARRANTIES. The Parties agree as follows with respect to warranties:

- (a) USTA Warranty. The USTA represents and warrants that it is a New York not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of New York and shall remain so throughout the term of this Agreement, and the execution and delivery by the USTA of this Agreement, and performance by the USTA of the transactions contemplated hereby, are within the USTA's corporate powers, have been duly authorized by all necessary corporate action, and except as specified herein, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the charter or by-laws of the USTA or of any agreement, judgment, injunction, order, decree or other instrument binding on the USTA.
- (b) City Warranty. City represents and warrants that it is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Florida and shall remain so throughout the term of this Agreement, and the execution and delivery by City of this Agreement, and performance by City or Host Facility of the transactions contemplated hereby, are within City's powers, have been duly authorized by all necessary action, and except as specified herein, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the operating agreement of City, Host Facility, or of any agreement, judgment, injunction, order, decree or other instrument binding on City or Host Facility.

22. DEFAULT AND TERMINATION. In the event that:

- (a) Either Party shall make an assignment for benefit of creditors, admit in writing its inability to pay its debts as they come due, or commence a case for protection from the claims of creditors under any chapter of the Federal Bankruptcy Code or any state statute, or
- (b) There shall be commenced against either Party any proceeding under the Federal Bankruptcy Code or similar state statute and the same shall not be dismissed within thirty (30) days after the same be instituted, or
- (c) Either Party shall fail, within ten (10) business days after notice from the other Party, or prior to the commencement of the Davis Cup Tie if less than ten (10) business days to provide any insurance required to be provided under this Agreement, or
- (d) Either Party shall fail to make payment within ten (10) days after written notice of the failure to make any payment due under this Agreement, or prior to the commencement of the Davis Cup Tie if less than ten (10) business days, or
- (e) Either Party otherwise fails or refuses to discharge any material obligation required to be discharged by it, other than as set forth in clauses (a) through (d) of this Section, within ten (10) days after notice from the non-defaulting Party of such failure, or, if the same be of such a nature that the same cannot be cured within such ten (10) day period, the defaulting Party shall not have commenced to cure the same within five (5) days after notice and thereafter proceeded continuously and with diligence to cure the same within a reasonable time under the circumstances prior to the commencement of the Davis Cup Tie, then the same shall constitute a default hereunder.

In the event of the occurrence of any default, the non-defaulting Party may at its election and for so long as such default continues uncured, declare by written notice to the defaulting Party that an event of default exists hereunder and simultaneously terminate this Agreement, without prejudice to the non-defaulting Party's rights to damages or any other remedy or relief, legal or equitable, provided under this Agreement or as a matter of law, subject to the limitation on liability herein set forth.

23. ASSIGNMENT. Except as may otherwise be expressly provided herein, no assignment, subcontracting, sublicensing or subconcession of any rights of either Party to this Agreement shall be effected without the prior written approval of the other Party, which may be granted or withheld for any or no reason.

24. FORCE MAJEURE. Neither party will be liable for failure or delay in or breach of the performance of its obligations under this Agreement which have or will become illegal, impossible, inadvisable, or commercially impractical because of circumstances beyond the control of the applicable party (a "Force Majeure Event"). Such circumstances include, without limitation, acts of God, war, disasters, fire, tornado, hurricane, blizzard, earthquake, or other such weather-related events, acts of terrorism or threats of terrorism, civil disorder, strikes, labor disputes or stoppages, government acts, regulations or orders, national, regional, state or local emergencies, epidemics, pandemics or outbreak of disease, quarantines, stay-in-place orders, curtailment of travel or transportation facilities or any other similar cause, including emergency or non-emergency conditions beyond the control of a party. This Agreement may be terminated without penalty (including any cancellation fee or penalty) and with performance fully excused for any one or more Force Majeure Event, by written notice by a party of its

failure or delay or breach in performance, even if anticipatory, due to a Force Majeure Event that is given to the other party at the earliest reasonably possible date once it is apparent to that party that a Force Majeure Event exists, or will exist in the immediate future or during the time of performance of the obligations under this Agreement. Should forty percent (40%) of the Davis Cup Tie participants (including players and related player personnel), USTA staff, and guests be unable to travel to the Host Facility, this Force Majeure clause will be activated upon notice to Host Facility by USTA. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

25. MISCELLANEOUS. The Parties agree as follows with respect to miscellaneous provisions:

- (a) Governing Law; Venue. This Agreement is governed and construed in accordance with the laws of the state of Florida, without regard to its conflicts of law provisions. The Parties irrevocably consent to the exclusive jurisdiction and venue of the 15th Judicial Circuit Court of competent jurisdiction in Palm Beach County, Florida, in any action, suit, or other proceeding arising out of or relating to this Agreement, and they waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.
- (b) Headings or Captions. The headings or captions used in this Agreement are for convenience of reference only, and are not deemed or construed in any way as part of nor shall they in any way affect the context of this Agreement.
- (c) Meanings of Words. Whenever the context in which words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa and words in the masculine gender shall include the feminine and neuter genders and vice versa. Reference to the USTA or City or Host Facility shall, whether so specified or not, include all their respective agents, employees, contractors suppliers and subcontractors as the case may be. All references to “herein”, “hereunder” and words of like import shall refer, unless the context clearly requires otherwise, to this Agreement, as distinct from the paragraph or Section within which such term is located.
- (d) Approval. Any provision of this Agreement providing for or requiring consent or approval by the USTA or City shall mean the written approval from a duly authorized representative which shall be obtained prior to the taking (or refraining from taking) of any action with respect to which such approval or consent is specified herein to be required. The Parties shall designate in writing from time to time the names of their various representatives who are authorized to provide the various levels of approvals required by this Agreement. Whenever either Party is required to approve or reject a proposal of the other Party, such approval or rejection shall be delivered as promptly as reasonable under the circumstances, except when a specific time is otherwise set forth in this Agreement.
- (f) Entire Agreement. This Agreement contains all of the promises, agreements, conditions, inducements and understandings between the USTA and City concerning the subject matter hereof and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, written, express or implied, between them other than as expressly set forth herein and therein.

- (g) Counterparts. This Agreement may be executed in counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement. Signatures delivered by facsimile or other electronic means shall have the same legal effect as original signatures.
- (h) Waiver/Modification/Etc. No covenant, agreement, term or condition of this Agreement shall be changed, modified, altered, or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by both the USTA and City. No waiver of any default shall affect this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent default hereof. No waiver of any default shall require or be the basis for any subsequent or future waiver of any default.
- (i) Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (j) Remedies Cumulative. Each right and remedy of the USTA and City provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by a Party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, shall not preclude the simultaneous or later exercise by such Party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or statute or otherwise, subject to the Limitation of Liability hereinabove set forth.
- (k) Successors and Assigns. The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of the USTA and City and their respective successors and assigns in the event an assignment is agreed or permitted as herein above provided.
- (l) Independent Contractors. The relationship of the USTA and City shall be that of independent contractors and neither shall be employee, agent, or representative of the other and neither Party nor any of their agents or employees shall have the power or authority, to state or imply, directly or indirectly, that they are empowered or authorized to commit or bind, to incur any expenses on behalf of the other or to enter into any oral or written agreement in the name of or on behalf of the other or their respective affiliates.
- (m) Third Party Beneficiaries. There shall be no third-party beneficiaries to this Agreement. No party other than the named Parties to this Agreement shall be entitled to assert any claims hereunder.
- (n) Notices. Notices shall be effective only if in writing, given to or served upon the Party

sought to be notified in the manner set forth in this Section, to the individuals and at the addresses hereunder set forth unless changed in writing:

For the USTA:

USA Tennis, General Manager
United States Tennis Association Incorporated
4500 Westchester Ave, Suite 411
Purchase, New York 10577

With a copy to:

Office of General Counsel
United States Tennis Association Incorporated
4500 Westchester Ave, Suite 411
Purchase, New York 10577

For City:

Terrence Moore, ICMA-CM
City Manager
100 NW 1st Ave
Delray Beach, FL 33444

With a copy to:

City Attorney's Office
200 NW 1st Ave
Delray Beach, FL 33444

Notices shall be effective only if personally delivered or mailed, United States mail, certified mail, return receipt requested; if personally delivered the notice shall be effective on the day delivered; if mailed, the notice shall be effective on the second day after mailing, or the day that delivery is refused. Delivery by an overnight express delivery service shall be deemed to constitute personal delivery on the date delivered to the office address set forth above for the recipient thereof. Notwithstanding the foregoing, any notice which, pursuant to this Agreement, requires action or cessation of conduct in less than three (3) days may be served by facsimile transmission, followed by delivery as otherwise herein provided, and shall be effective when receipt of the facsimile is confirmed.

- (o) Confidentiality. The Parties agree that the terms and provisions contained in this Agreement are confidential and the financial terms and provisions hereof shall not be disclosed to any third party except: (i) to the extent necessary to comply with law or valid order of a court of competent jurisdiction, in which event the Party so complying shall so notify the other Party as promptly as practicable (and, if possible, prior to making any disclosure); (ii) to the extent necessary to comply with provisions of this Agreement; (iii) as part of a Party's normal reporting or review procedure to its Board of Directors, members, auditors, attorneys, taxing authorities and the ITF, and such persons or entities, as the case may be, agree to be bound by the provisions of this Section; (iv) in order to enforce and/or implement a Party's rights pursuant to this Agreement; or (v) to the extent permitted or required by the Florida's Public Records Law.

- (p) Surviving Provisions. Any provision of this Agreement the performance of which requires that it be in effect after the expiration of the Term or the earlier termination of this Agreement, shall survive such expiration and/or termination and shall remain operative and in full force and effect.
- (q) Further Assurances. Each Party agrees, from time to time, at the request of the other Party and without cost, charge or expense, to execute and deliver such other documents and take such other actions as may be reasonably requested to more effectively carry out the terms and provisions of this Agreement.
- (r) Construction. Both Parties to this Agreement have participated fully in its negotiation and preparation and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.
- (s) Time of the Essence. Time is of the essence for performance of all obligations under this Agreement by both Parties.
- (t) Safe Play. Both Parties agree, understand, and acknowledge that its personnel, and provided contractor personnel, are subject to the USTA Safe Play Policy, to include training and criminal background screening, and that both Parties acknowledge that its applicable personnel are subject to the USTA Safe Play Policy and that any violation will be handled to the fullest extent of the law and pursuant to the U.S. Center for SafeSport Code.

26. PUBLIC RECORDS. IF THE USTA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE USTA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH, FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. The USTA shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. 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 term and following completion of the Agreement if the USTA does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the USTA or keep and maintain public records required by the City to perform the service. If the USTA transfers all public records to the City upon

completion of the Agreement, the USTA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the USTA keeps and maintains public records upon completion of the Agreement, the USTA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the USTA does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

- 27. INSPECTOR GENERAL.** The USTA is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from the USTA and its subcontractors and lower tier subcontractors. The USTA understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the USTA or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.
- 28. E-Verify.** By entering into this Agreement, the USTA acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." The USTA affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the USTA, the USTA may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the USTA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

Thomas F. Carney Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney
Delray Beach, Florida

UNITED STATES TENNIS ASSOCIATION
INCORPORATED




Tracy Davies
General Manager – USA Tennis

(SEAL)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of May, 2025 by Tracy Davies (name of person), as General Manager (type of authority) for USA Tennis (name of party on behalf of whom instrument was executed).

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____



Notary Public – State of Florida

