

AGENDA
ST. JOHNS COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

November 8, 2021
3 p.m.

Executive Board Conference Room
County Commission Office of the Administration Building
500 San Sebastian View
St. Augustine, FL 32084

****Regular Meeting****

Roll Call

Public Comment

Each person addressing the Board shall state their name and address for the public record and limit comments to three (3) minutes. Public comment will also be provided for each item containing a proposition (other than ministerial acts) before the Board.

Additions and/or Deletions to Agenda

Approval of Minutes

- October 11, 2021

Treasurer's Report

- Review and Approve Financials

New Business

- Presbyterian Retirement Communities
 - Resolution and Interlocal Agreement - Irvin Weinstein, Rogers Towers
- THE PLAYERS Championship
 - Past Ticket Distribution - Isabelle Renault, St. Johns County Chamber of Commerce
 - 2022 Ticket Agreement
- Branding Project Update

Reports

- IDA Members

Next Meeting – December 13, 2021

Adjournment

**MINUTES OF MEETING
INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. JOHNS COUNTY
October 11, 2021 3:00 PM
at
500 San Sabastian View, St. Augustine FL**

Members Present: Melissa, Churchwell, Kevin Kennedy, Chet Frith, Geoffrey Litchney and Vivian Helwig

Members Absent: none

Guests Present: See attached sign in sheet.

Mr. Litchney brings the meeting to order at 3:03 PM

Mr. Litchney asks for roll call. All members present

Mr. Litchney asks for public comment.

No public comment.

Mr. Litchney asks for additions and deletions to today's agenda.

No additions or deletions to today's agenda.

Mr. Litchney moves the meeting to approval of the minutes of the September 13, 2021 meeting.

Discussion.

Motion Mr. Frith, second Mr. Kennedy to approve the minutes of September 13, 2021 meeting as presented.

Vote unanimous.

Mr. Litchney moves the meeting to the Treasurer's report.

Mr. O'Connell presents one check for payment \$325.00 for accounting services payable to W.H. O'Connell & Associates, PA. He asks for questions about the financials that were sent to each member.

Discussion.

Motion Mr. Kennedy, Second Ms. Churchwell to approve the presented financial statements and check for payment.

Vote unanimous.

New Business:

Election of officers.

Chair:

Mr. Firth nominates Ms. Churchwell for Chairperson. Mr. Helwig Seconds the nomination.

Treasurer:

Mr. Kennedy nominates himself for Treasurer and Mr. Helwig seconds.

Secretary:

Mr. Helwig nominates Mr. Litchney to be Secretary and Mr. Frith seconds.

Vice-Chair:

Mr. Helwig nominates Mr. Frith to be Vice-Chair and Mr. Litchney seconds.

Assistant-Secretary:

Ms. Churchwell nominates Mr. Frith, Mr. Kennedy and Mr. Helwig all as Assistant-Secretaries.

All nominated accept their nominations. Vote unanimous on all nominations.

Mr. Helwig thanks Mr. Litchney for being chair for the past year.

Discussion.

Approval of Amended Budget for the 2020-2021 fiscal year.

Mr. O'Connell presents the Amended Budget to the Authority and discusses the amendments.

Discussion.

Motion MR. Kennedy, Second Mr. Frith to approve the Amended Budget for the Fiscal year ending 9/30/21 as presented.

Vote unanimous.

Approval of NEW 2021-2022 Budget.

Mr. O'Connell presents the Budget for the 2021-2020 fiscal year and goes over the assumptions.

Discussion.

Motion Mr. Frith, Second Mr. Kennedy to approve the 2021-2022 budget for the Authority as presented.

Vote unanimous.

2022 THE PLAYERS Championship.

Mr. Dobson presents THE PLAYERS proposal for \$10,200 for tickets for "The Deck". 12 tickets per day for Tuesday through Sunday with 6 parking passes as well.

Discussion on the event, the use of funds and the tickets.

Motion Mr. Kennedy, Second Mr. Frith to have Mike McCabe move forward with securing a contract to purchase these tickets for the upcoming event.

Vote unanimous.

Mr. Litchney moves the meeting to Reports:

Members:

Mr. Kennedy presents a handout for the members to review that depicts most if not all the prior bond issues the Authority has issued with a goal of coming up with a strategic plan for the Authority going forward for press releases and other objectives.

Discussion on the handout and the next steps.

Mr. Frith – none.

Ms. Churchwell – none.

Mr. Helwig – none.

Mr. Litchney states it was a pleasure being Chair for the Authority this past year.

Ms. Zuberer states Kathy is no longer with the Chamber. She states the County has another grant program for COVID relief for up to \$49,500 in funding per entity.

Discussion.

Motion Mr. Kennedy, Second Ms. Churchwell to adjourn the meeting at 4:12PM

Vote unanimous.

IDA

SIGN IN SHEET

IDA BOARD MEMBERS

1	Chet Frith
2	Geoff Litenney
3	Kevin Kennedy
4	Melissa Churchwell
5	Viv Helwig
6	
7	

IDA MEETING

DATE: 10/11/21

VISITORS / GUESTS

Who do you represent?

1	Henry O'Connell	IDA CPA
2	Geoff Dobson	IDA Attorney
3	Jennifer Zuberer	SJC
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16		

9:54 AM
11/01/21
Accrual Basis

Industrial Development Authority
Balance Sheet
As of October 31, 2021

	<u>Oct 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1002 · Ameris Bank	130,904.65
1004 · Ameris CD 2	521,860.95
	<hr/>
Total Checking/Savings	652,765.60
	<hr/>
Total Current Assets	652,765.60
	<hr/>
TOTAL ASSETS	<u>652,765.60</u>
LIABILITIES & EQUITY	
Equity	
2810 · Fund Balance - Unreserved Des	132,016.26
32000 · Retained Earnings	520,918.94
Net Income	(169.60)
	<hr/>
Total Equity	652,765.60
	<hr/>
TOTAL LIABILITIES & EQUITY	<u>652,765.60</u>

9:54 AM
11/01/21
Accrual Basis

Industrial Development Authority
Profit & Loss
October 2021

	<u>Oct 21</u>
Income	
3013 · Prosperity Bank Interest Income	<u>5.40</u>
Total Income	5.40
Expense	
5710 · DCA Special Fees	<u>175.00</u>
Total Expense	<u>175.00</u>
Net Income	<u><u>(169.60)</u></u>

RESOLUTION NO. 2021-__

A RESOLUTION OF THE ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT AMONG THE ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, THE CITY OF BRADENTON, FLORIDA, THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ORANGE COUNTY HEALTH FACILITIES AUTHORITY, AND THE CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY PURSUANT TO WHICH ANY OF SUCH PUBLIC AGENCIES IS AUTHORIZED TO ISSUE ITS REVENUE BONDS FOR THE BENEFIT OF PRESBYTERIAN RETIREMENT COMMUNITIES, INC. AND CERTAIN OTHER CORPORATIONS AFFILIATED WITH IT; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (THE "AUTHORITY"):

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, as amended and other provisions of law.

SECTION 2. FINDINGS.

A. Presbyterian Retirement Communities, Inc. ("PRC"), Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc. ("Wesley Manor"), Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc., Westminster Shores, Inc. and Westminster Pines, Inc. ("Westminster Pines") each is a not-for-profit corporation organized and existing under the laws of the State of Florida (collectively, the "Obligated Group").

B. Wesley Manor owns a continuing care retirement facility known as Westminster Woods at Julington Creek which is located within the jurisdiction of St. Johns County, Florida (the "County").

C. Westminster Pines owns a continuing care retirement community known as Westminster St. Augustine which is located within the jurisdiction of the County.

D. The Obligated Group desires to refinance a bond issue of Orange County Health Facilities Authority (the "Issuer"). Such bonds are Orange County Health Facilities Authority Revenue Bonds (Presbyterian Retirement Communities Project), Series 2016 (the "Refunded Bonds"). Proceeds of the Refunded Bonds or bonds the Refunded Bonds refunded financed capital expenditures in Wesley Manor's community in the County. The refunding of

the Refunded Bonds is referred to herein as the “Project.” The Obligated Group further has requested that financing of the Project be from debt issued by the Issuer in conjunction with an interlocal agreement among the Issuer, the Authority and other governmental entities in which the portions of the facilities financed with proceeds of the Refunded Bonds outside of the County are located.

E. The Obligated Group represents that it has made application to the Issuer requesting that the Issuer issue not to exceed \$160,000,000 of the Issuer’s Revenue Bonds (Presbyterian Retirement Communities Obligated Group Project), Series 2023A (the “Bonds”) to finance and refinance the Project.

F. Pursuant to the Interlocal Act, in order to make efficient use of shared powers, the Authority, the Issuer, the City of Bradenton, Florida, the Board of County Commissioners of Leon County, Florida, and the City of St. Petersburg Health Facilities Authority desire to enter into an Interlocal Agreement, a proposed form of which is attached hereto as Exhibit A. The Interlocal Agreement is in a form such that it can be used for future financings of the Obligated Group.

G. The Authority has made no investigation as to the creditworthiness of the Obligated Group or as to the investment quality of the Bonds and none of the investors, the underwriters or the Issuer should rely upon the Authority with regard to any such determinations. The Authority has not reviewed nor participated in the preparation of any offering materials with respect to the issuance of the Bonds by the Issuer.

SECTION 3. AUTHORIZATION OF INTERLOCAL AGREEMENT. The Interlocal Agreement among the Authority, the Issuer, the City of Bradenton, Florida, the Board of County Commissioners of Leon County, Florida, and the City of St. Petersburg Health Facilities Authority (the “Interlocal Agreement”), substantially in the form attached hereto as Exhibit A with such changes, corrections, insertions and deletions as may be approved by the Chairman or Vice Chairman of the Authority, such approval to be evidenced conclusively by his or her execution thereof and the bonds authorized to be issued thereunder is hereby approved; the Authority hereby authorizes and directs the Chairman or Vice Chairman of the Authority to execute and the Secretary or Assistant Secretary to attest under the seal of the Authority, the Interlocal Agreement and to deliver the Interlocal Agreement to the other parties thereto.

SECTION 4. NO ENDORSEMENT. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Obligated Group or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) an approval of any necessary rezoning applications or an approval or acquiescence to the alteration of existing zoning or land use or an approval for any other regulatory permits relating to the Project; and the County shall not be construed by reason of adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the County from asserting any rights or responsibilities it may have in such regard.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this __ day of _____, 2021.

[SEAL]

**ST. JOHNS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Chair

Attest:

By: _____
Secretary

Exhibit A
Interlocal Agreement
(see attached)

Prepared by, record and return to:
Irvin M. Weinstein, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”) dated as of _____ entered into by and among the **CITY OF BRADENTON** (“Bradenton”), the **BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA** (“Leon County”), the **ORANGE COUNTY HEALTH FACILITIES AUTHORITY** (“OCHFA”), the **ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (“SJCID”), and the **CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY** (“SPHFA”).

R E C I T A L S :

Bradenton is a municipal corporation organized and existing under the laws of the State of Florida (the “State”). Leon County is a political subdivision of the State and a public body corporate and politic. OCHFA is a public body corporate and politic created and existing under the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes (the “Health Law”). SJCIDA is a public body corporate and politic created and existing under Chapter 159, Part III, Florida Statutes. SPHFA is a public body corporate and politic created and existing under the Health Law. All of the parties hereto are public agencies within the meaning of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (the “Interlocal Act”). Bradenton, Leon County, OCHFA, SJCIDA, SPHFA, and any other such public agency that may join this Agreement in the future are collectively referred to herein as the “Public Agencies.”

The Obligated Group (as defined below) has represented that Presbyterian Retirement Communities, Inc., Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc., and Westminster Shores, Inc., each a not-for-profit corporation organized and existing under the laws of the State (together with any other not-for-profit corporations affiliated therewith which become a member of the obligated group financing under the Amended and Restated Master Trust Indenture dated as of August 1, 2010, as it may be amended from time to time, collectively, the “Obligated Group”), taken together maintain continuing care retirement community facilities within the jurisdiction of each of Public Agencies.

Any of the Public Agencies may agree at the request of the Obligated Group to issue bonds or other evidence of indebtedness (collectively, the “Bonds”) under the authority of Chapter 159, Part II and Part III or the Health Law (as amended, collectively, the “Bond Acts”). The Bonds will be issued for the purposes of financing or refinancing qualifying projects under any of the Bond Acts (each, a “Project”). The Public Agency that issues the Bonds from time to time is referred to herein as the “Issuer.”

In consideration of the mutual promises contained herein, and based solely upon information provided by the Obligated Group, the parties hereto agree as follows:

1. The Issuer may, upon finding that all applicable provisions of law have been complied with, issue the Bonds. The proceeds of the Bonds will be used for the Project.

2. The Bonds shall be issued pursuant to the provisions of the applicable Bond Acts. The Issuer shall assume responsibility for determining compliance with provisions of the Bond Acts, including but not limited to, the criteria set forth in Section 159.29, Florida Statutes, as amended.

3. It is recognized that the capital improvements to be financed, refinanced, and reimbursed are for facilities which have been or will be acquired, constructed, improved, and equipped and are located within some or all of the respective jurisdictions of the Public Agencies.

4. The Bonds shall be limited obligations of the Issuer payable solely from the revenues received from the Obligated Group and as otherwise provided in the financing documents for the Bonds. The Bonds shall not constitute a debt, liability, or obligation of the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg, or the State or any other political subdivision thereof; and the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg, and the State and any other political subdivision thereof shall not be liable thereon nor in any event shall the Bonds or the interest thereon be payable out of the funds or property other than those received from the Obligated Group and as otherwise described in the financing documents for the Bonds. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation of the laws of the State. The Bonds shall not, directly or indirectly, obligate the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg, or the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriations for their payment; and the Bonds shall not constitute a charge against the general credit or taxing powers of the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg, or the State or any other political subdivision thereof. OCHFA, SJCIDA and SPHFA have no taxing power.

5. The Issuer shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a bond indenture related to the Bonds. Upon the issuance of the Bonds the Obligated Group shall notify in writing each Public Agency other than the Issuer of such issuance.

6. None of the Public Agencies hereto shall be liable for the costs of issuing the Bonds or the costs incurred by any of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg or the State or any other political subdivision thereof or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other monies of the Obligated Group, and the Obligated Group is responsible for all such costs and fees.

7. The Obligated Group, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the Public Agencies, and their respective elected and appointed officials, members, officers, employees, attorneys and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds.

8. Upon filing as hereinafter provided, this Agreement will remain in full force and effect from the date of its execution, until such time as it is terminated by any party hereto upon 10 days advance written notice to the other parties hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict any party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which any party hereto may choose to finance or refinance.

9. It is agreed that this Agreement shall be filed by the Obligated Group or its authorized agent or representative with the Clerks of the Circuit Courts of Leon, Manatee, Orange, Pinellas and St. Johns Counties, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed.

10. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of any express provisions of law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

11. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Obligated Group or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Public Agencies shall not be construed by reason of their execution and delivery of this Agreement to make any such endorsement, finding, recommendation or approval, to have waived any right of the parties hereto or estopping the parties hereto from asserting any rights or responsibilities they may have in such regard. Further, the approval by the Board of County Commissioners of Orange County or of St. Johns County or the City Council of the City of St. Petersburg or by any of the elected officials approving the issuance of the Bonds by the Issuer shall not be construed to obligate any public agency or elected official to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the refinancing, reimbursing and financing of the acquisition and construction of the Project.

12. This Agreement shall be construed and governed by the laws of the State.

13. This Agreement shall be effective from the date last executed by a party hereto, and shall expire upon none of the Bonds remaining outstanding.

14. This Agreement may be executed in counterparts which, when combined with executed counterparts signed by each of the parties hereto, shall be deemed an original executed Agreement.

[Signature pages to follow]

CITY OF BRADENTON, FLORIDA

Date: _____, 2021

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of *(check one)*
 physical presence or online notarization, this ____ day of _____, 2021, by
_____, _____ of the City of Bradenton, Florida. He/She *(check*
one) is personally known to me or has produced a valid driver's license as identification.

**BOARD OF COUNTY COMMISSIONERS
OF LEON COUNTY, FLORIDA**

Date: _____, 2021

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of *(check one)*
 physical presence or online notarization, this ____ day of _____, 2021, by
_____, _____ as a member of the Board of County
Commissioners of Leon County, Florida. He/She *(check one)* is personally known to me or
 has produced a valid driver's license as identification.

**ORANGE COUNTY HEALTH FACILITIES
AUTHORITY**

Date: _____, 2021

By: _____

Chairperson

Attest: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of *(check one)*
 physical presence or online notarization, this ____ day of _____, 2021, by
_____ Chairperson of the Orange County Health Facilities Authority, on behalf
of the Authority. He/She *(check one)* is personally known to me or has produced a valid
driver's license as identification.

Notary Public, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

**ST. JOHNS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

Date: November __, 2021

By: _____
Melissa Churchwell, Chair

Attest: _____
Geoffrey Litchney, Secretary

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of *(check one)*
 physical presence or online notarization, this ____ day of November, 2021, by Melissa Churchwell, Chair of the St. Johns County Industrial Development Authority. She *(check one)*
 is personally known to me or has produced a valid driver's license as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires: _____

My Commission Number is: _____

**CITY OF ST. PETERSBURG HEALTH
FACILITIES AUTHORITY**

Date: _____, 2021

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of *(check one)*
 physical presence or online notarization, this ____ day of _____, 2021, by
_____, _____ of the City of St. Petersburg Health Facilities
Authority. He/She *(check one)* is personally known to me or has produced a valid
driver's license as identification.

APPROVAL AND ACKNOWLEDGMENT OF THE OBLIGATED GROUP

Presbyterian Retirement Communities, Inc., a Florida not for profit corporation on behalf of the Obligated Group for which the Bonds are being issued, hereby approves this Interlocal Agreement and acknowledges acceptance of its obligations arising hereunder, including, without limitation, its obligations under Section 7 hereof regarding indemnification and its obligations under Section 6 to be responsible for fees and costs, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

**PRESBYTERIAN RETIREMENT
COMMUNITIES, INC.**

By: _____
Henry T. Keith,
Treasurer

HOSPITALITY PURCHASE AGREEMENT

THIS HOSPITALITY PURCHASE AGREEMENT (this “Agreement”) is between PGA TOUR, Inc. (“TOUR”), and the party listed herein as Purchaser. In consideration of the respective rights and obligations hereunder and other valuable consideration, TOUR and Purchaser have fully reviewed and agreed to this Agreement, including the full Terms and Conditions of this Agreement, as attached hereto.

TOURNAMENT: THE PLAYERS Championship

LOCATION: TPC Sawgrass, Ponte Vedra Beach, Florida

DATES: March 8 - 13, 2022

INVENTORY: Purchaser will receive the inventory listed in Exhibit A

INVESTMENT: \$10,200

PAYMENT: Full balance due by January 15th 2022

Remit payment to: THE PLAYERS Championship
 Attn: Ticket Operations
 P.O. Box 206
 Ponte Vedra Beach, FL 32004 *(invoices will be provided)*

TERM: March 8-13, 2022

PURCHASER: _____

PGA TOUR, Inc.

By: _____
 Name: _____
 Title: _____
 Date of Execution: _____

By: _____
 Name: _____
 Title: _____
 Date of Execution: _____

Exhibit A

SOLD TO:

Purchaser _____
 Attn: _____
 Address _____
 Suite _____
 City _____
 State & Zip _____
 Phone _____
 Email _____
 Acct No. _____

SHIP TO:

Same as Sold To
 Company _____
 Attn: _____
 Address _____
 Suite _____
 City _____
 State & Zip _____
 Phone _____
 Email _____

Inventory

The Deck

- Twelve (12) tickets per day, providing access to the Deck and Grounds, Tuesday – Sunday
- Located between 16/18 fairways
- Beer, wine, seltzer, soda, bottled water included inside the Deck
- Cocktails & food pay-as-you-go
- Private restroom facilities
- Six (6) general parking passes per day, Tuesday – Sunday

Terms & Conditions

1. **PAYMENT TERMS.** Unless otherwise specified in this Agreement, in consideration for the Inventory, Purchaser shall pay TOUR the Investment plus applicable taxes.

2. **TAXES.** TOUR will separately list in all invoices any taxes applicable to this Agreement. Purchaser acknowledges that tax legislation may be amended from time to time and alter the tax amount applicable to this Agreement. TOUR will be responsible to adjust as necessary the tax applicable to any unpaid balance on this Agreement, and Purchaser shall be responsible for payment of applicable tax amounts.

3. **GIFTS, AWARDS & INCENTIVES.** *Purchaser solely responsible for verifying permission to participate.* Some companies do not allow their employees to receive gifts, awards or incentives or to participate in rewards programs. If any gifts (*e.g.*, Pro-Am), awards or incentives (*e.g.*, travel reward points) are included in the Inventory, it is Purchaser’s sole responsibility to apply its own policies regarding participation. In certain jurisdictions, the provision of, or receipt of, gifts, awards and other incentives by individuals may trigger tax/social security and or other liabilities on the part of Purchaser and/or the relevant individual. By signing this Agreement, Purchaser understands and agrees to declare and promptly pay any such taxes, contributions or payments for which it is liable from time to time. Purchaser is solely responsible for all federal, state and local taxes (including income and withholding taxes) and shall pay, or cause to be paid, any such liabilities, it being agreed that TOUR is not liable for such amounts in any way whatsoever. Any gifts, awards or other incentives redeemed by Purchaser are one-off, non-continuous benefits and do not give rise to any right to additional remuneration (or any exception thereof) as part of any employment package.

4. INVENTORY. TOUR shall not be obligated to provide the Inventory until TOUR receives full and timely payment of the Investment from Purchaser. TOUR reserves the right to modify the Tournament Location and/or Dates in its sole discretion and/or to substitute any Inventory item with an item of equal or greater value. TOUR will notify Purchaser of any such modification via regular mail and/or email. Purchaser shall receive the Inventory at such rescheduled or relocated Tournament. No such modification shall entitle Purchaser to a refund of the Investment. Hotel accommodations, if any, are single room, double occupancy unless otherwise explicitly detailed in the Inventory. Charges for security/damage deposits, parking, baggage, gratuities, resort, service and other amenities, including food and beverage, are not included unless explicitly detailed in the Inventory and are responsibility of guest(s) on arrival. Some such charges may be mandatory. Photo identification and valid credit card must be presented at check-in. Check-in, check-out, package handling and minimum age requirements vary by property. Rooms still occupied after the designated check-out time may incur charges, which are the responsibility of the guest(s). TOUR does not guarantee the standard, class, or fitness for purpose of any accommodation or service. Purchaser responsible to provide advance notice of anticipated special needs for disabled guests. Neither Purchaser nor any guest will receive points or any other benefits in conjunction with any reward or loyalty program in association with hotel room nights included in Inventory. All transportation, if any, subject to zero tolerance policy with respect to disorderly or disruptive behavior by passengers. Any minor passengers must be accompanied by a responsible adult. Drivers follow designated routes that are not subject to change in response to passenger request. Golf, if any, included in Inventory subject to compliance with course rules and regulations and dates of availability/expiration. Charges for carts, caddies, equipment rental, food and beverages are not included unless explicitly detailed in the Inventory and are the responsibility of Purchaser or guest(s). Pace of play and clothing policies vary by property. Media included in Inventory, if any, subject to advertising guidelines and policies of platform where such media is placed.

5. FOOD & BEVERAGE. Purchaser acknowledges that the Investment may be exclusive of food and beverage products and services. If food and beverage is included, such inclusion is detailed in the Inventory. Food and beverage may be purchased throughout the golf course at an additional cost to Purchaser. Professional caterers selected by TOUR will be assigned by TOUR when applicable. If Purchaser is assigned a caterer by TOUR, the caterer shall provide Purchaser a variety of menu options in exchange for a minimum catering charge. Additional catering charges may apply for other food and beverage services mutually agreed upon by Purchaser and the applicable caterer. Hours of food and beverage service are to be mutually agreed upon by Purchaser and the caterer. All beverage service subject to applicable law.

6. WEATHER & CANCELLATION POLICY. Purchaser acknowledges and agrees that the Investment is nonrefundable, and Purchaser shall not be entitled to a refund of any portion of the Investment in the event the Tournament or any element of the Inventory is postponed, delayed, shortened or rescheduled due to weather, an act of God, state of war, public safety, union strike or any other condition beyond the reasonable control of TOUR. In the event the Tournament or any element of the Inventory is postponed, delayed or rescheduled due to any such reasons, Purchaser shall receive the Inventory upon commencement of the rescheduled Tournament or will be provided substitute Inventory of equal or greater value at no additional charge to Purchaser. If the Tournament or any element of the Inventory is cancelled in its entirety prior to commencement of competitive play or fulfillment of the applicable element and not rescheduled, TOUR shall refund to Purchaser the Investment less any costs irrevocably incurred (construction, décor, custom printing) and less the pro rata value for any portion of Inventory fulfilled or delivered prior to such cancellation.

7. NO LICENSE. Purchaser acknowledges and agrees that, unless specifically detailed in the Inventory, no right or license to the use of any Federation (if applicable), TOUR or Tournament trademarks, names or logos has been granted hereunder. Purchaser shall not use, in any manner, any Federation, TOUR or Tournament trademarks, names or logos without TOUR's prior written consent. Notwithstanding the foregoing, Purchaser may acquire products (goods, merchandise, or other items) bearing the trademarks, names, or logos of the Tournament sourced only from Official Licensees of TOUR. TOUR shall provide Purchaser contact information for Official Licensees of TOUR upon request.

8. **PRODUCTS.** Purchaser shall not distribute goods or merchandise at the Tournament without prior written consent of TOUR.
9. **ADMITTANCE.** TOUR reserves the right to refuse or revoke admittance to the Tournament for any person who acts in a disorderly or disruptive manner, as determined by Tournament officials and/or refuse or revoke use of any other privileges granted in this Agreement due to such conduct. In such event, Purchaser shall not be entitled to any return or refund of any of the Investment.
10. **YOUTH POLICY.** Unless otherwise posted on the Tournament website, children and youth fifteen years of age and younger admitted free with ticketed adult; provided, however, youth access is restricted to grounds only (no hospitality access).
11. **NO RESELLING.** No privileges contained in the Inventory, including, without limitation, badges, credentials and/or tickets, may be conveyed, assigned, sold or otherwise transferred to another person or entity for financial consideration without prior written consent of TOUR. In the event of any such conveyance, assignment, sale or other transfer, TOUR shall have the right to refuse or revoke use of any badge, credential, ticket or other privilege provided in the Inventory, and Purchaser shall not be entitled to a return or refund of any of the Investment.
12. **INDEMNIFICATION; LIMITATION OF LIABILITY.** To the extent permitted by law, purchaser shall indemnify, defend and hold the Federation (if applicable), TOUR, their respective subsidiaries and affiliates and their respective officers, directors employees, contractors, volunteers, vendors and agents (“Indemnitees”) harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys’ fees, court costs and out-of-pocket expenses) suffered or incurred by the Indemnitees as a result of any breach of any obligation hereunder by Purchaser or as a result of Purchaser’s use of the Inventory unless caused by the negligence or misconduct of the Indemnitees. In no event shall TOUR be liable to Purchaser for consequential, economic, incidental, indirect, punitive, special, or third-party damages incurred, or loss of profits, arising out of, in connection with, or related to this Agreement even if TOUR has been advised of the likelihood or possibility such damages may be incurred.
13. **TERMINATION.** This Agreement may be terminated by TOUR if the Tournament loses its title sponsor. Otherwise, this Agreement may not be terminated or canceled unless due to breach by Purchaser or TOUR, which breach is not cured within ten (10) days of notice by the non-breaching party. In the event of breach by Purchaser, TOUR shall retain all payments received hereunder as of the date of termination and shall have the right to pursue all available remedies at law or otherwise. In the event of termination due to loss of title sponsor or breach by TOUR, TOUR shall refund the Investment to Purchaser less any costs irrevocably incurred by TOUR in provision of the Inventory to Purchaser as of the date of such termination or breach (e.g., construction, décor, custom printing) and less the pro rata value for any portion of Inventory fulfilled or delivered prior to such termination.
14. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Purchaser may not assign its rights or obligations hereunder without prior written consent of TOUR. No amendment to this Agreement shall be effective unless in writing and executed by all parties, which execution may be in counterparts (including by facsimile and/or other electronic means), each of which shall be deemed to be an original, but both of which, taken together, shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts, including by electronic means, and each such counterpart shall be deemed an original. The individual signing this Agreement on behalf of Purchaser represents and warrants that he/she has requisite authority to bind Purchaser to its terms.