HISTORIC MILTON Navarre Beach

FLORIDA'S PLAYGROUND

To: Santa Rosa County Board of County Commissioners

From: Nicole Dees, Tourist Development Specialist

Through: Julie Morgan, Tourist Development Director

Subject: Tough Mudder Specials Events Permit Application

Date: February 17, 2016

Recommendation

That the Board of County Commissioners consider approval of Special Events Permit Application from Tina Fekula with Tough Mudder to conduct a 10-12 mile military style obstacle course challenge at the Ates Ranch in Milton, FL on April 9 and 10, 2016.

The applicant is requesting a variance to county code to allow alcohol sales on Sunday, April 10, 2016.

Background

- This will be the 2nd year Tough Mudder has held this event in Santa Rosa County. Last year it brought in approximating 14,646 people that participated, spectated and worked the event in total.
- The proposed event is a military style obstacle course challenge with an anticipated registered participant attendance of 10,000 people and 8,000 more to include spectators, staff and volunteers.
- Participants will encounter approximately 20 obstacles on the course and it is designed to test participant's overall stamina, mental grit, toughness and teamwork.

Next Steps:

If approved by the Board of County Commissioners, staff will work with Tina Fekula at Tough Mudder to finalize arrangements for the event.

Santa Rosa County Board of County Commissioners • Tourism Development Office
8543 Navarre Parkway • Navarre, FL 32566
Phone: (850) 981-8900 Fax: (850) 981-8903
tdo@santarosa.fl.gov

Special Event Permit Application

Instructions: To process an application, all pages must be filled out completely and submitted with payment. You may obtain department approvals by phone, email, or in person. For questions about requirements, fees, or the application process contact the Tourism Development Office.

EVENT INFORMATION (PLEASE CHECK ALL THAT APPLY)

☐ CONCERT ☐ PARK FESTIVAL ☐ SALE/MARKET ■ RUN/WALK ☐ FUNDRAISER

☐ PARADE/PROCESSION ☐ SPORTS EVENT ☐ FISHING EVENT ☐ PRIVATE EVENT ☐ PUBLIC EVENT

☐ OTHER _____

Event Name: Tough Mudder

Event Location: Ates Ranch Date(s) of Event: 4/9/16 & 4/10/16 to [illegible]

Time of Event: Day 1 7am to 7pm Day 2 8am to 7pm Day 3 S to ~~7pm~~

Set Up Date : 4/4/16 Set Up Time: 8am Breakdown Date: 4/11/16 Breakdown Time: 8am

Will an admission fee be charged? ■ YES ☐ NO Admission Fee: $20-$200

Estimated Attendance: 5000 /per day

Brief description of event:

Tough Mudder is a 10-12 mile military style obstacle course challenge. Participants will encounter approximately 20 obstacles on the course and it is designed to test participant's overall stamina, mental grit, toughness and teamwork. The event will be held on April 9th and April 10th in Milton, FL.

APPLICANT & EVENT ORGANIZER INFORMATION

☐ INDIVIDUAL ☐ NOT-FOR PROFIT ☐ FOR PROFIT ☐ CHARITY ☐ CHURCH ■ OTHER

Name of Organization: Tough Mudder

Address: 15 Metrotech 7th Floor City: Brooklyn State: NY Zip: 11201

Phone: 203-770-4789 Email: tina.fekula@toughmudder.com

Point of Contact: Tina Fekula

Special Event

Below are questions about the event. Please answer all questions and attach additional documents, if necessary, to the application.

Note: If your event will attract less than 1,000 people per day, will not require reservation of county property other than a pavilion, community center, or auditorium, and will not involve the sale or consumption of alcohol, this Special Events Permit is not required. Applications to reserve the facilities described above can be found online at www.santarosa.fl.gov.

Do any of the following apply to your event? Check all that apply.

■ Attendance of 1000+ people per day on public or private property? *Agritourism events on private property do not require this application.*
□ Event located on public property or a county park?
■ Alcohol use on county property?
□ Alcohol use on public or private property at times or locations not otherwise allowed by county ordinance?

If the answer to any of the above is yes, your application must be approved by the Board of County Commissioners at a public meeting.

Does your event require the use of:
□ County park pavilion?
□ County-owned community center?
□ County Auditorium?

Will restroom facilities be available on site?	■ YES	□ NO
If yes, describe 40 portable toilets, 4 portable hand was stations (per Herman Davies)		
Will there be amplified sound?	☑ YES	□ NO
If yes, times requested 7am to 7pm		
Will food or non/alcoholic beverages be sold or given away?	☑ YES	□ NO
Will food be cooked at the event?		
Will an admission fee be charged?	☑ YES	□ NO
Will alcohol be sold or given away? If yes, attach liquor liability insurance.	☑ YES	□ NO
Will there be fireworks? If yes, a pyrotechnics plan must be attached.	□ YES	■ NO
Will unimproved or off-site lots be used for parking?	■ YES	□ NO
If yes, a parking plan must be attached.		
Will a county park be utilized? If yes, attach park rental agreement.	□ YES	■ NO
Will vendors be selling merchandise, food, or wares? If yes, attach vendor information form.	☑ YES	□ NO
Will tents larger than 400 sq. ft. or multiple tents be erected? If yes, attach tent permit.	☑ YES	□ NO
Will an EMT be on site?	☑ YES	□ NO
Will stages be erected?	□ YES	☑ NO
Will your event be using State Roads? If yes, an MOT is required 60 days prior to your event.	□ YES	☑ NO
Will you be submitting a local event/marketing grant application for your event?	☑ YES	□ NO
If so, contact Nicole Dees at NicoleD@santarosa.fl.gov		

Additional Required Documents

Below are documents that are required to be submitted with the application. Applications will be considered incomplete without these documents. For additional information about these documents please contact the special event office.

■ **Event Site Map or Race Route Map:** Event organizers must provide a **site map** with vendor locations, porta potties, run/walk route, etc.

■ **Insurance Certificate** □ **FL Division of Corp Annual Report** ■ **Tent Permit**

□ **Tax Exempt Certificate and/or 501(c)3 Documentation if the entity is claiming tax exempt and/or non-profit status.**

County Approval Form

Event organizers must receive approval from applicable departments below. Read the field of expertise to determine which applies to the event. When emailing staff please copy the special events coordinator assigned to the event.

Department & Representative	Contact Information	Field of Expertise	Contact Method	Approval Received
Sheriff's Office Sergeant Rich Aloy RAloy@SRSO.net Cell 850-485-7084	5755 East Milton Rd Milton, FL 32583 Office 850-983-1225	Street Closures; Traffic & Safety Plans; Event Site Maps; Parade Routes; Run/Walk/Bicycle Routes; Security	☑ EMAIL ☐ PHONE ☐ IN PERSON	February / 12 Month Day
Emergency Management Tom Lloyd, Operations Chief TomL@santarosa.fl.gov Cell 850-698-7401	4499 Pine Forest Rd Milton, FL 32583 Office 850-983-4608	Fire Lane; Fire Truck; Outdoor Cooking / Grilling; Flame Activities; EMT Requirements	☑ EMAIL ☑ PHONE ☐ IN PERSON	Feb / 12 Month Day
Tourist Development Office Nicole Dees NicoleD@santarosa.fl.gov	8543 Navarre Pkwy. Navarre, FL 32566 Office 850-981-8900 Fax 850-981-8903	Tourism promotion	☐ EMAIL ☐ PHONE ☐ IN PERSON	NA / ____ Month Day
Risk Management Melissa Lloyd, Risk Manager melissal@santarosa.fl.gov	6495 Caroline Street, Suite I Milton, FL 32570 Office 850-983-1863	Insurance Requirements; Alcohol Insurance; Live Animal Insurance; Liability Risks	☐ EMAIL ☐ PHONE ☐ IN PERSON	NA / ____ Month Day
Development Services Tambre Lee or Amber Aaron tambrel@santarosa.fl.gov	6051 Old Bagdad Hwy. Milton, FL 32583 Office 850-981-7000	Permits for Large Tents, Stages & Platforms	☑ EMAIL ☐ PHONE ☐ IN PERSON	Feb / 11 Month Day
Parks Tammy Simmons tammys@santarosa.fl.gov	6075 Old Bagdad Hwy. Milton, FL 32583 850-983-1858 Phone 850-623-1331 Fax	Park Rentals	☐ EMAIL ☐ PHONE ☐ IN PERSON	NA / ____ Month Day
Navarre Beach Sonja Lusk SonjaL@santarosa.fl.gov	1411 Utility Dr. Navarre, FL 32561 850-981-8888	Navarre Beach pavilion rentals	☐ EMAIL ☐ PHONE ☐ IN PERSON	NA / ____ Month Day
Health Department Herman Davies, Environmental Supervisor II herman.davies@flhealth.gov	P.O. Box 929 Milton, FL 32570 850-983-5200 x318 Fax: 850-983-5278	Portable toilet requirements	☑ EMAIL ☐ PHONE ☐ IN PERSON	Feb / 2 Month Day

I am aware of the rules and regulations as they pertain to special events and agree to abide by these rules and regulations. I understand that the event must adhere to all Santa Rosa County ordinances. I am duly authorized by the organization to submit this application on its behalf and agree to be financially responsible for any fees and costs that may be incurred by or on behalf of the event in Santa Rosa County. I certify that the information that I have provided on this application is true and to best of my knowledge. If the event details change, I agree to submit a revised application or provide additional information in writing at least 10 days prior to the event.

Name (please print): Tina Fekula

Signature: [signature] Date: 2/10/16

HOLD HARMLESS AGREEMENT

For and in consideration of having been granted permission by Santa Rosa County to hold a Special Event within the Santa Rosa County limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 10 day of February in 20 16.

Name of Special Event Tough Mudder

Date(s) of Special Event April 9th & 10th, 2016

Tough Mudder

Notary Signature

Name of Organization

Tina Fekula

Printed Name

Signature of Legally Authorized Representative

(STAMP)

Operations Manager

Title

OUTDOOR CLEAN-UP FORM

It is understood that clean-up will be performed immediately following the event. Clean-up includes but is not limited to the removal of all garbage, signs, banners, tents, and traffic control devices (i.e. cones, barrels, signs, barricades, and changeable message signs) from the event area, public right-of-way, and/or county property.

Event Name: Tough Mudder

Date(s) of Event: 4/9/16 & 4/10/16

Event Location: Ates Ranch

Method of Clean Up: ■ Self Clean Up ☐ Volunteers (describe)

We will hire temporary labor to ensure that all trash is removed from the property and any impacted surrounding areas.

If performing self clean up or using volunteers contact information must be provided for the person in charge of overseeing the clean up.

Contact Name: Kylee Haggerty

Contact Phone Number: 610-704-7042

Tina Fekula

Printed Name

Signature—Responsible Party

2/10/16

Date

Please Read and Initial Below - Park Rental Rules and Guidelines

Initial

TF User agrees to provide full cleanup and accomplish reasonable cleanup of the rented park area utilized. This cleanup operation shall be completed by 12:00 noon on the day following the event unless another event is scheduled in the park (then cleanup must be completed directly following User's event). If trash receptacles provided by the county are full, User agrees to dispose of refuse/trash. If the User fails to remove all trash/refuse from the event site, the User will be billed for all fees incurred Santa Rosa County to remove said trash/refuse from the site.

TF User shall be liable for any and all damage done to the property covered by this agreement located in and on the rented park area, regardless of who causes such damage or how such damage is caused, during the period of use contained in this agreement. Further, User shall agree to defend, indemnify and hold-harmless the county, its officials, employees, and representatives for any and all claims caused by or arising out of, in whole or in part, the activities permitted by this agreement.

TF I hereby attest that the information contained in this contract is true and correct. I agree: (1) if any of the information contained in the contract is found to be false; or (2) should my conduct, or the conduct of any participants or guests not be described in the contract; or (3) should any applicable county, state or federal rules, regulations, codes or laws be violated, this contract shall automatically become null and void and any activity associated with this reservation will immediately cease. If the event has not taken place, the contract will be cancelled.

Print Name	Tina Fekula
Sign Name	[illegible]
Date	2/10/16

Additional Documents from Applicant

If this park is being rented by a tax exempt or non-profit organizations the following documents must be submitted with this application.

501(c)3 Documentation ☐ YES ☐ NO - Tax Exempt Certificate ☐ YES ☐ NO

Questions

Will tents larger than 400 sq. ft. or multiple tents be erected at event? ■ YES ☐ NO - Will stages be erected at event? ☐ YES ■ NO - Will animals/pets be allowed at event? ☐ YES ■ NO - Will alcoholic beverages be sold or given away at event? ■ YES ☐ NO - Will food or beverages be sold or given away at event? ■ YES ☐ NO - Will there be amplified sound? ■ YES ☐ NO - Will food be cooked at the event? ■ YES ☐ NO - Will you require use of utilities on-site (water, electricity)? ■ YES ☐ NO - Which? ☐ WATER ■ ELECTRICITY

Provide additional information for all YES answers marked on this agreement.

Tenting: (2) 40x40 tents, (1) 10x20 tent, (1) 20x40 tent to be erected
Alcohol: Santa Rosa County Fair Association to hold permit + serve alcohol at event. Only beer will be served.
Food: Food vendors to be determined, but likely food trucks, will serve food at the event.
Electricity - Will come from generators, mainly 2.5kw with one 20kw generator.

OFFICE USE ONLY

Agreement Received - Date: _____

Fee Paid - ☐ YES ☐ NO ☐ CASH ☐ CHECK ☐ CHARGE Amount: _____ Receipt #: _____

Additional Documents Received (if applicable) ☐ 501(C)3 ☐ TAX EXEMPT CERTIFICATE ☐ INSURANCE CERTIFICATE ☐ TENT PERMIT ☐ SPECIAL EVENT PERMIT APPLICATION ☐ OFFSITE PARKING PLAN

County Representative Signature: _____ Date: 2/10/16

Santa Rosa County Board of County Commissioners • Tourism Development Office
8543 Navarre Parkway • Navarre, FL 32566
Phone: (850) 981-8900 Fax: (850) 981-8903
tdo@santarosa.fl.gov

VARIANCE REQUESTED INFORMATION

It is understood that by requesting this variance of the special regulation(s) in regards to the county parks and/or County Code, the above named person(s)/organization has assured Santa Rosa County that if by receiving approval of the variance any and all damage that may occur as a result of this request will be repaired and invoiced to the Organizer of the activity held in the county park. This repair must be paid prior to any future approved park rentals. An inspection will be performed immediately following the event to determine if the variance approval that has been granted created the opportunity for damage and if any damage to any county property has occurred.

Variance Requested: Allow alcohol sales on Sunday April 10th, 2016

OFFICE USE ONLY

Variance Approved ☐ YES ☐ NO

To Be Used with Special Event Permit: _____

Signature: _____ Date: 2/10/16

VENDOR INFORMATION

List all food and/or beverage vendors who will be participating in the event. Mark the type of vendor they are. If they will be providing both food and beverage services mark both. Outdoor cooking is considered any cooking done out in the open and not in a concession vehicle.

Vendor Type	Business Name	Contact Person	Phone Number	Outdoor Cooking
☐ Food ■ Beverage	Santa Rosa County Veteran's Association	Ralph	850-626-7292	☐ Yes ■ No
☐ Food ☐ Beverage				☐ Yes ☐ No
☐ Food ☐ Beverage				☐ Yes ☐ No
☐ Food ☐ Beverage				☐ Yes ☐ No
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☐ Food ☐ Beverage				☐ Yes ☐ No
☐ Food ☐ Beverage				☐ Yes ☐ No

RULES AND REGULATIONS

Application Due Dates

- A completed Special Events permit application is due to the Special Events office at a minimum of 60 days prior to the event date. Applications submitted after the deadline may be subject to denial of permit.

Cancellation Policy

- No permit fees will be refunded if the event is cancelled before or after the scheduled event date.
- Although permit fees are non-refundable, if an event is cancelled due to inclement weather, the permit fee can be credited towards and alternate date. Event organizers must be in touch with the Special Event Office before the scheduled event date or no more than three business days following the scheduled event date to reschedule. The alternate date must be within eight months of the original scheduled event date.

ADA Accessibility Guidelines

- Event Organizers must make the event accessible to people with disabilities to the greatest extent possible in compliance with the requirements of the Americans with Disabilities Act (ADA). If the event calls for portable restroom facilities, 5% of the total number of portable restroom units and at least one in each grouping of units must be accessible to persons with disabilities.
- Accessible parking must be provided for persons with disabilities. Depending on the location, county-designated accessible parking lots must be utilized for accessible parking for the event. Information regarding accessible parking locations should be included as part of the event advertising and clearly marked at the event site. At a minimum, all event personnel and volunteers should be aware of the locations of accessible parking to direct persons with disabilities and handicap tags to the appropriate parking areas.

Use of State Roads

- Any event that requires the use of a state road must complete the appropriate paperwork and submit it to the Special Events office at a minimum of thirty (30) days prior to the event date.

INSURANCE [illegible]

In General:

The Event Organizer/Applicant is required to provide liability insurance with coverage limits that depend upon the size, scope and location of the event. The insurance policy must include coverage for all Event Organizer/Applicant approved event activities, including those activities being provided by third party vendors. The policy must be for the dates of the event, including set-up and take-down days. Liquor Liability Insurance (if alcohol is sold) or Host Liquor Liability Insurance (if alcohol is given away) must be provided if alcohol is to be present at the event.

Insurance Requirements:

No proof of insurance will be required for a group or organization using a Santa Rosa County facility for a meeting if all of the following criteria is met:

- There is no charge to attend or participate
- There are no sales or solicitation for sales
- There are no display booths
- No alcohol is served
- No animals (livestock, reptiles, etc.) are present
- No large or dangerous equipment is present or used

Insurance Limits:

Minimum limits for event liability insurance are $300,000 per occurrence and in the aggregate. However, most events will require minimum limits of $1,000,000 per occurrence and in the aggregate depending upon the scope of the event. The minimum limit for Liquor or Host Liquor Liability Insurance is $1,000,000 each common cause and in the aggregate.

Additional Insured Status:

Santa Rosa County must be listed as an additional insured on all insurance coverage. Other additional insured entities may be required, depending on the scope or location of the event.

Certificate of Insurance:

A certificate of insurance evidencing the required insurance should be sent a minimum of 10 days prior to the event.
The certificate may emailed to melissal@santarosa.fl.gov.
The certificate holder should read:

Santa Rosa County
Risk Management
6495 Caroline Street, Suite I
Milton, FL 32570

County Code

In the event of any conflict between any provision of this summary document and County Code, the County Code takes precedence.

Pet Friendly Events, Large Banners, Stages, etc.

Coverage must be provided for all activities associated with the event.

Questions?

Please contact Santa Rosa County Risk Management at 850-983-1863 with any questions. Feel free to have your insurance company contact Risk Management directly regarding your event if you prefer.

FEE SCHEDULE

Required Fee	Amount
tent permit	$ 85.00

HOLD HARMLESS AGREEMENT

For and in consideration of having been granted permission by Santa Rosa County to hold a Special Event within the Santa Rosa County limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 16 day of February in 2016.

Name of Special Event Tough Mudder Gulf Coast

Date(s) of Special Event April 9 + 10 2016

Notary Signature

Tough Mudder
Name of Organization

Barry Shaw
Printed Name

BRIAN VON ANCKEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02VO6292130
Qualified in Kings County
My Commission Expires October 28, 2017

Signature of Legally Authorized Representative

(STAMP)

Director of Operations
Title

2007 Florida Statutes, 713.135(6) Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

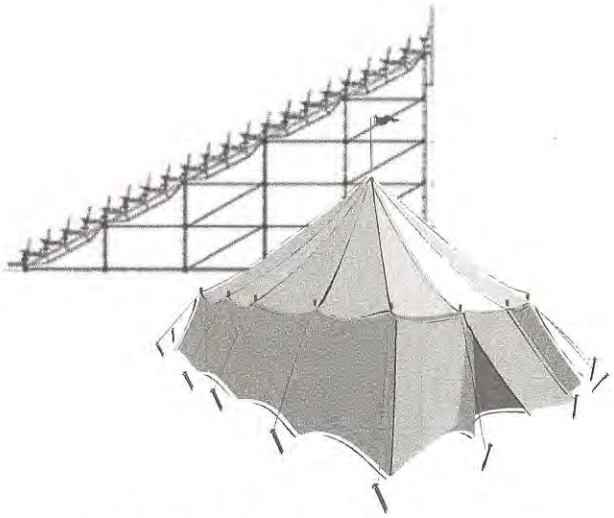
Time limitation of application: An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the day of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extensions shall be requested in writing and justifiable cause demonstrated.

Application For Special Event Permit

Development Services
6051 Old Bagdad Highway, Suite 202
Milton, FL 32583
Phone: 850-981-7000
www.santarosa.fl.gov

Division of Community Planning, Zoning and Development
Fax: 850-983-9874

Building Inspection and Code Compliance
Fax: 850-623-1208



ONE TEAM, ONE GOAL, ONE MISSION

Revised: August, 2011

Property Information

Property Owner: Ates Family

Job Address: 6110 Jeff Ates Road

Parcel Number:

City: Milton Zip: 32583

Owner Phone Number: 850-712-8788

Owner E-mail: gotuffygo@yahoo.com

Mailing Address for Property Owner: 6110 Jeff Ates Road

City: Milton State: Florida Zip: 32583

Driving Directions to Site From Public Service Complex (6051 Old Bagdad Hwy, Milton):

Head west on Old Bagdad Hwy toward Spikes Way 135 ft Sharp right onto US-90 E/Caroline St Continue to follow US-90 E 7.9 mi Turn left onto Jeff Ates Rd Destination will be on the right

Job Information

☐ Membrane Structure ☐ Tent/Canopy
☐ Grand Stands ☐ Special Seating

Installation Date 4/1/16

Removal Date 4/11/16

Occupancy Classification and/or Intended Use:

~~Special Event~~

Special Conditions for tents, canopies and membrane structures: *Such structures greater than four hundred (400) square feet must obtain a permit. Such structures four hundred (400) square feet or less do not require a permit but must abide by the same regulations as those requiring permits. Permits for such structures shall be limited to thirty (30) calendar days in a six (6) month period. Failure to remove such structures upon expiration of the thirty (30) day period shall constitute a code violation.*

Documentation required with submittal:

1) Notarized Authorization from property owner or manager.
2) Site plan indicating location of the tent or seating structure, showing all surrounding structures. For tents, canopies and membrane structures, a 25 foot setback shall be maintained from all property lines and adequate parking and traffic circulation shall be provided as demonstrated on the site plan.
3) Certificate of flame resistance from an approved testing laboratory.

Electrical Permit is required for electrical work.

SPECIAL EVENT

Applicant

Applicant: Tina Fekula / Tough Mudder

Signature of **Applicant**:

Phone #:

Email Address: tina.fekula@toughmudder.com

Mailing Address: 15 Metrotech 7th Floor

City: Brooklyn State: NY Zip: 11201

Inspection Requirements:

1) Approved "No Smoking" signs must be posted.
2) Minimum of two (2) exits shall be provided and clearly marked.
3) Minimum number and type of fire extinguishers designated by the Fire Official and will remain clear at all times.

Permit #:

For Office Use

Application #: Zoning Approval: Zoning Approval:

Building Occupancy: Approved By:

Written By: Issued Date:

IN WITNESS WHEREOF, the parties have executed this Event Agreement as of the day and year first hereinabove written.

Signed by **Mr. and Mrs. Jeff Ates III** _____

Signed by **Mr. and Mrs. William Timlin** _____

Signed by **Mr. and Mrs. Allen Lindsay** _____

Signed by **Miss Jayme Minchew** _____

Signed by **Mr. and Mrs. Jeff Ates IV** _____

Signed by **Mrs. Jodi (Ates) Hoodless** _____

Signed by **Mr. Allen Ates** _____

for and on behalf of
ATES RANCH

Signed by **SARAH HARVEY**)
for and on behalf of) COO
TOUGH MUDDER EVENT PRODUCTION INC.)

EVENT AGREEMENT

Mr. and Mrs. Jeff Ates III **Mr. and Mrs. William Timlin** **Mr. and Mrs. Allen Lindsay** **Miss Jayme Minchew** **Mr. and Mrs. Jeff Ates IV** **Mrs. Jodi (Ates) Hoodless** **Mr. Allen Ates** **("Venue")**	Location: 6110 Jeff Ates Road, Milton, FL 32583 Contact: Kyle S. Holley 850-623-4507 kyle@unitedwaysrc.org
TOUGH MUDDER EVENT PRODUCTION INCORPORATED **("Tough Mudder")**	Type of Entity: Delaware limited liability corporation Office Location: 15 Metrotech Center - 7th Floor Brooklyn NY 11201 Contact: Andrew Sigal 718-285-0393 andrew.sigal@toughmudder.com
Date of Event Agreement	November 12, 2015
Date(s) of Event	April 9 - 10, 2016
Type of Event	Tough Mudder
Term	This Event Agreement shall commence on the Date of Event Agreement and shall continue until ten (10) days after the conclusion of the Event.

Terms of Event Agreement

Venue is the legal owner and operator of the real estate located at 6110 Jeff Ates Road, Milton, FL 32583 (the **"Property"**), which consists of, amongst other things, five hundred and seventy five (575) acres of creeks, rivers, ponds, woodlands, trails and hunting meadows.

Tough Mudder is a company that markets, organizes, and conducts events.

Tough Mudder and Venue agree that Tough Mudder may have an event (the **"Event"**) at the Property utilizing amongst other things, the Property's creeks, rivers, ponds, woodlands, trails and hunting meadows and other amenities on aforementioned Date(s) of Event.

This Event Agreement is subject to the terms and conditions contained in the Venue Agreement between the parties, dated July 18th, 2013.

SIGNATURES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

BWD Group LLC
45 Executive Drive
Plainview NY 11803-9001

CONTACT NAME:
PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TOUGMUDD

Tough Mudder Inc.
15 MetroTech Center, 7th Floor
Brooklyn NY 11201

COVERAGES **CERTIFICATE NUMBER:** 2026737279 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	Y		SI8ML00448151	12/31/2015	12/31/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$N/A
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Santa Rosa County is included as an additional insured as required by contract or agreement in connection with Tough Mudder Gulf Coast event on April 9 & 10, 2016.

CERTIFICATE HOLDER

Santa Rosa County
Risk Management
6495 Caroline Street, Suite I
Milton FL 32570

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stuart B Wallis

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Tough Mudder Gulf Coast: Traffic Operations

Traffic Operations

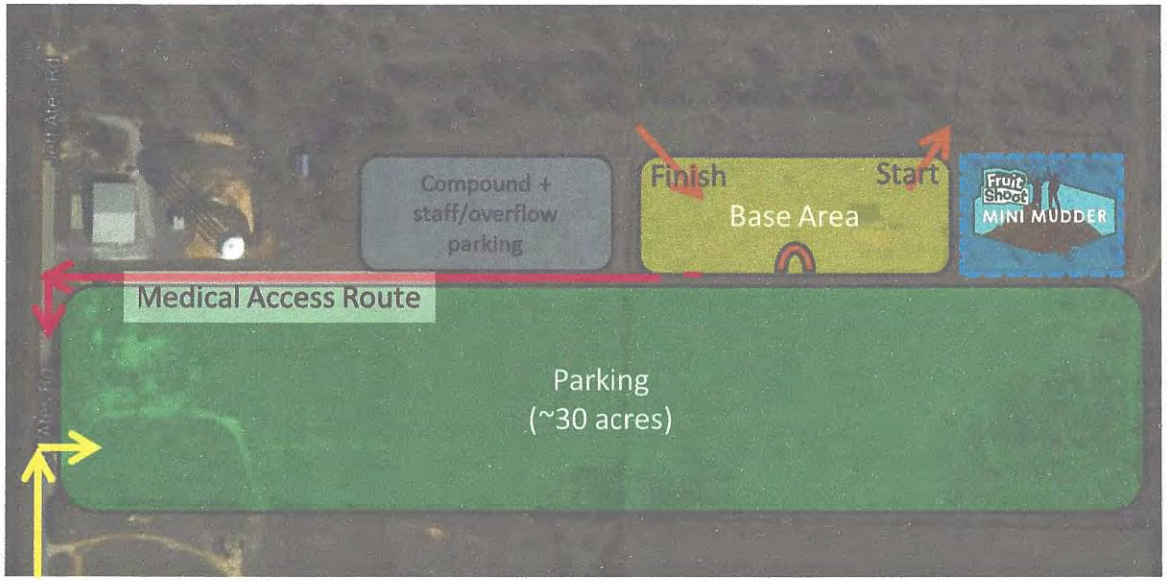
- General Parking
- Staff/Overflow Parking
- Base Area
- Lot entry points
- Medical Egress Route
- Santa Rosa Police (2)

HOURS OF OPERATION		
	SAT	SUN
Ingress Hours	6A-2P	7A- 10A
Egress Hours	11A – 6P	11A – 4P

Parking Company	TMS + Santa Rosa County Fair Association
Police	Yes – Santa Rosa County
2015 P&T Sat	7.9
Road Type	Highway to 2 Lane

Tough Mudder Gulf Coast: Parking Lot Overview

Parking Operations



PARKING LOTS		
	SAT	SUN
Cars expected	1462	162

	SIZE	LOCALE
General Lot	3000 Spaces	On-Site
Secondary Lot	300 Spaces	On-Site

Tough Mudder Inc.
15 MetroTech Center, 7th Floor
Brooklyn, New York 11201

January 6, 2016

Shannon Ogletree
Santa Rosa County Board of County Commissioners
6495 Caroline Street, Suite M
Milton, FL 32570

RE: **Community Support Agreement**

Dear Shannon:

When signed by each party, this letter agreement (the "**Agreement**") shall constitute the agreement between Tough Mudder Inc. (on behalf of itself and its subsidiaries and affiliates, "**Tough Mudder**") and Santa Rosa County Board of County Commissioners ("**Supporter**") in connection with obstacle course events conducted by Tough Mudder at Ates Ranch on April 9 - 10, 2016 (the "**Event**"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Support Fee. Supporter shall pay Tough Mudder eighty thousand dollars ($80,000) for marketing and production costs to support the Event (the "**Support Fee**"). Tough Mudder shall provide invoices for the Support Fee to Supporter within sixty (60) days after the Event, and Santa Rosa County shall pay the Support Fee to Tough Mudder within forty-five (45) days of final invoice receipt.

2. Florida Sports Foundation Grant. Tough Mudder and Supporter shall collaborate on a Florida Sports Foundation Grant for the Event (the "**Grant**"), and work together to meet all requirements of the Grant. Supporter shall provide a dollar for dollar match of grant funds received up to thirty thousand ($30,000), which will be distributed through Supporter's contracted media placement provider (the "**Marketing Support**"). All Grant funds received for the 2016 Event are included as part of the Marketing Support. Supporter and Tough Mudder agree that all Marketing Support is used for the purposes of promoting the Event to drive greater attendance and promotion of the Florida's Playground campaign and Navarre Beach destination.

3. Tough Mudder Obligations. In accordance with the Florida Sports Foundation grant requirements, Tough Mudder shall provide Supporter with a certificate of insurance with a minimum liability of $1,000,000 per occurrence naming the Florida Sports Foundation as an additional insured for the Event. In addition, Tough Mudder shall submit a post-event report to Supporter within ninety (90) days of the Event date. Tough Mudder shall include the Florida Sports Foundation logo on the Event webpage effective immediately. In addition, Tough Mudder shall promote Florida's Playground and Navarre Beach on its Event webpage and in email communications to its customer database, as well as host a pre-party in the County on April 8, 2016.

4. Permitting. Supporter shall use its reasonable efforts to assist Tough Mudder in obtaining any necessary permits, permissions and/or other approvals in connection with Tough Mudder conducting the Event, including but not limited to, attending meetings with the relevant agencies and authorities.

5. Marketing. Supporter shall work with Tough Mudder to identify opportunities to extend Tough Mudder's marketing reach and site traffic pertaining to the Event, including dedicated and exclusive email messages to its entire email database promoting the Event, and event information promoted on the website: www.floridasplayground.com

6. Volunteers. Supporter shall use reasonable efforts to assist Tough Mudder in recruiting volunteers for the Event, including assistance identifying a local coordinator who is Tough Mudder's primary point of contact for volunteer recruitment.

7. Economic Impact Assessment. Supporter shall work with Tough Mudder to share available information and data for Tough Mudder to develop an economic impact analysis of the Event. Tough Mudder shall work with Supporter to share available information and data for the same purposes. Tough Mudder shall commission an independent economic impact assessment (**"EIA Study"**) of the Event for Supporter, and Tough Mudder shall provide a digital copy of the EIA Study to Supporter within forty-five (45) days after the Event.

8. Accommodations. Supporter shall work with Tough Mudder in order to set-up room blocks with local accommodations at the best available rates and provide a reservation platform to be linked from Tough Mudder's Event page. Tough Mudder will exclusively partner and promote with commercial lodging establishments within Santa Rosa County. Supporter will assist in collecting the applicable statements from local accommodations itemizing direct expenditure in local accommodations as a result of the Tough Mudder event.

9. Term. The term of this Agreement is through December 31, 2016.

10. This Letter Agreement is governed by Tough Mudder's standard terms and conditions attached hereto and incorporated herein by this reference.

Thank you in advance for your support!

TOUGH MUDDER INC

Print Name: Kate Fitzpatrick
Title: VP Community Dev + Venues
Date: 2/3/16

ACCEPTED AND AGREED:

SUPPORTER

Print Name:
Title:
Date:

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are attached to and incorporated into that certain community support agreement between Tough Mudder Inc. (on behalf of itself and its subsidiaries and affiliates, "**Tough Mudder**" or "**Company**") and Santa Rosa County Board of County Commissioners ("**Supporter**") dated as of January 6, 2016 (the "**Agreement**"). Defined terms used herein but not otherwise defined shall have the same meaning as set forth in the Agreement.

1. **Tough Mudder Intellectual Property**: Supporter acknowledges that Company owns all right, title and interest in and to Company's trademarks, logos and other intellectual property (collectively, the "**Company Intellectual Property**") and Supporter must obtain Company's prior written approval of all aspects of Supporter's use of any Company Intellectual Property in each instance. This Section 1 shall survive the termination or expiration of this Agreement.

2. **Termination of Agreement**: Without limitation of any other rights or remedies available to Tough Mudder, Tough Mudder may terminate this Agreement immediately on written notice to Supporter if activator commits a breach of any of the terms and conditions of this Agreement, including, without limitation, failure to provide the support agreed upon. Additionally, Tough Mudder reserves the right to cancel this Agreement upon written notice to Supporter in the event that Tough Mudder does not have a contract in effect with a venue located within Supporter's community.

3. **Indemnification**: Supporter hereby indemnifies and holds harmless, Tough Mudder, its affiliated and related entities, and each of their respective officers, directors, employees, agents, successors, assigns and sponsors, from and against any and all liability, injury, loss, causes of action, damage, costs and expenses, including, without limitation, attorneys' fees and disbursements, for any claims arising out of or related to: (a) a breach by Supporter of any representation, warranty, covenant or other obligation of Supporter under this Agreement; (b) Supporter's or its employees', agents', or other representatives' negligence or misconduct; and/or (c) any death or injury to any person or property, including, without limitation, the Venue, or any damage or loss resulting or claiming to result in whole or in part from any defect in Supporter's products, services, acts, omissions, negligence or misconduct. This Section 3 shall survive the termination or expiration of this Agreement.

4. **Representations and Warranties**: Supporter represents and warrants that: (a) Supporter has the full right and authority to enter into this Agreement, perform its obligations hereunder, and grant all rights granted hereunder; (b) this Agreement has been signed on its behalf by a duly authorized representative of Supporter and is a binding obligation enforceable against Supporter in accordance herewith; and (c) in performance of this Agreement, Supporter will, and will cause its employees, agents and other representatives, to comply with applicable state, federal and local laws and regulations. This Section 4 shall survive the termination or expiration of this Agreement.

5. **Exclusivity**: Supporter agrees that it will not sponsor, partner with or otherwise enter into any agreement to publicize, promote, or provide financial support to any obstacle course mud challenge, adventure race or similar event, including, without limitation, Spartan Race, Warrior Dash, Rugged Maniac and/or Savage Race, during the Term and for a period of one (1) year after the Term.

6. **Non-Compete**: Supporter does not currently, nor will it ever, organize and/or market obstacle course mud challenges or similar events. Supporter will be privy to Tough Mudder's marketing and event organization information and agrees not to, or assist any third party to, compete with Tough Mudder in the practice of organizing, conducting and/or marketing obstacle course mud run events or similar events during the Term and for a period of one (1) year after the Term.

7. **Applicable Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements negotiated, entered into and performed entirely therein without any application of choice of law provisions. All proceedings to resolve disputes shall be held in the state or federal courts of competent subject matter jurisdiction located in the State of Florida, and Supporter hereby waives any objection on any grounds to same. This provision shall survive the termination or expiration of this Agreement.

8. **Assignment**: Supporter may not assign this Agreement or its rights and/or obligations hereunder without the prior written consent of Tough Mudder.

9. **Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery may be made by facsimile or scanned and electronically mailed transmission of a signed counterpart.

10. **Severability**: If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed modified to the least extent necessary to render it enforceable without invalidating or affecting the remaining provisions hereof.

11. **No Amendment**: The provisions of this Agreement may not be waived, altered, amended or repealed in whole or in party unless by written agreement signed by both Tough Mudder and Supporter.

12. **Relationship of Parties**: Tough Mudder and Supporter are independent contractors, and nothing in this Agreement shall cause either to be considered an agent, employee, joint venturer or partner of the other, nor shall either hold itself out as such.

13. **Notice**: All notices required or permitted to be given hereunder shall be sent to the address for Supporter or Tough Mudder (as applicable) first written above.

14. **Confidentiality**: Supporter agrees to maintain strict confidentiality with respect to the terms and conditions of this Agreement and any and all of Tough Mudder's proprietary business information learned by or otherwise obtained by Supporter, including, without limitation, information relating to Tough Mudder's event operation, marketing and branding strategies, costs, obstacles or obstacle blueprints, finances, construction, design, insurance, course management, staff, event courses, trade secrets or proprietary ideas (collectively, "**Confidential Information**"). Supporter shall not issue, authorize, confirm or deny, any statements, including, without limitation, posts on social media (e.g., Facebook, Twitter, etc.), relating to the Confidential Information, Event(s), Tough Mudder, or any of its personnel, products and/or services, including, without limitation, any injuries or incidences occurring at or in connection with the Event(s).

15. **No Waiver**: Failure by Tough Mudder to exercise any right, power or option hereunder, or to insist upon the strict compliance with the terms and conditions hereof by Supporter, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any previous, subsequent or contemporaneous breach, nor shall such failure constitute a waiver by Tough Mudder of its rights thereafter to require strict compliance with all terms and conditions hereof.