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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Spring Break Sports Tourist Tax Agreement**DEPARTMENT:** Economic Development**DIVISION:** Tourism Development**AUTHORIZED BY:** William McDermott**CONTACT:** Shani Beach**EXT:** 7135**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute an agreement with Spring Breaks Sports, Inc. in the amount of \$21,500.00 for the 2010 Spring Break Sports Event.

County-wide

William McDermott

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**BACKGROUND:**

This event, which has been held in Seminole County since 2003, brings men and women's college tennis teams from all divisions to Seminole County. The 2009 event generated 1,156 room nights with an economic impact of \$1.9 million. This year's event is again projected to bring 1,150 room nights and have an economic impact of 1.9 million. At their September 10, 2009 meeting, the Tourist Development Council (TDC) unanimously recommended that the Board approve funding for this event in the amount of \$21,500. Tourist tax funds will be used for promotion and advertising as well as to offset some facility fees.

**STAFF RECOMMENDATION:**

Staff recommends that the Board authorize the Chairman to execute an agreement with Spring Breaks Sports, Inc. in the amount of \$21,500.00 for the 2010 Spring Break Sports Event.

**ATTACHMENTS:**

1. Agreement
2. Exhibit A
3. Exhibit B
4. Exhibit C

**Additionally Reviewed By:**

- Budget Review ( Lisa Spriggs, Ryan Switzer )
- County Attorney Review ( Ann Colby )

**2010 SPRING BREAK SPORTS TOURIST TAX FUNDING AGREEMENT**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **SPRING BREAK SPORTS, INC.**, whose address is 2740 SW Martin Downs Boulevard, No. 295, Palm City, Florida 34990, hereinafter referred to as "SPRING BREAK SPORTS".

**W I T N E S S E T H:**

**WHEREAS**, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the *Local Option Tourist Development Act* in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

**WHEREAS**, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

**WHEREAS**, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in advertising and promoting the Seminole County-based Spring Break Sports Event to be held February 20, 2010 through April 10, 2010 at Sanlando, Red Bug Lake, and Sylvan Lake Parks to promote tourism in Seminole County.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, COUNTY and SPRING BREAK SPORTS agree as follows:

**SECTION 1. TERM.** The term of this Agreement is from the date of its execution by the parties through September 30, 2010, unless earlier terminated, as provided herein.

**SECTION 2. TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party, as provided for herein, or, at the option of COUNTY, immediately in the event that SPRING BREAK SPORTS fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by SPRING BREAK SPORTS after SPRING BREAK SPORTS has received notice of termination. Upon said termination, SPRING BREAK SPORTS shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided hereunder.

**SECTION 3. SERVICES.**

(a) SPRING BREAK SPORTS shall use funds from this Agreement to promote the Seminole County-based Spring Break Sports Event as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The Seminole County Convention and Visitors Bureau logo with the Seminole County Convention and Visitors Bureau telephone number and website address must appear on all promotional material for which reimbursement will be requested, including but not limited to all electronically transmitted materials.

(c) SPRING BREAK SPORTS shall submit proposed advertisement and promotional copy to COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by COUNTY shall not be eligible for reimbursement.

(d) Promotional and registration packages sent out by SPRING BREAK SPORTS for the event must contain a list of all Seminole County hotels, provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(e) SPRING BREAK SPORTS shall permit a third-party company, designated by the COUNTY, to conduct on-site surveys during the event to coordinate the survey process. SPRING BREAK SPORTS shall cooperate in making the event accessible in whatever manner necessary for completion of the survey.

(f) Preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after the event.

(g) A hotel poll reflecting an accurate accounting of room nights used for the event shall be conducted by SPRING BREAK SPORTS and submitted to COUNTY within thirty (30) days of the event.

(h) SPRING BREAK SPORTS shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at SPRING BREAK SPORTS' event. Said website shall be linked to the Seminole County Tourism website ([www.visitseminole.com](http://www.visitseminole.com)) and such link shall be maintained throughout the duration of this Agreement.

(i) Failure to comply with or failure to meet the requirements of said Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to SPRING BREAK SPORTS by COUNTY pursuant to this Agreement.

#### **SECTION 4. LIABILITY AND INSURANCE.**

(a) **Liability.** COUNTY and its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, and negligence of SPRING BREAK SPORTS, its officers, employees, and agents in the performance of services provided hereunder; and SPRING BREAK SPORTS hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability, of whatsoever type or nature howsoever arising, relating, in any way, to the acts or omissions of SPRING BREAK SPORTS and its officers, members, agents, and employees.

(b) **Insurance.**

(1) Upon execution of this Agreement, SPRING BREAK SPORTS shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by SPRING BREAK SPORTS, SPRING BREAK SPORTS shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, SPRING BREAK SPORTS shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, SPRING BREAK SPORTS shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by SPRING BREAK SPORTS shall relieve SPRING BREAK SPORTS of its full responsibility for performance of any

obligation including its indemnification of COUNTY under this Agreement.

(5) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(B) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(C) If during the period which an insurance company is providing the insurance coverage required by this Agreement an insurance company shall: (i) lose its Certificate of Authority, or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, SPRING BREAK SPORTS shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SPRING BREAK SPORTS has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SPRING BREAK SPORTS shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of SPRING BREAK SPORTS, SPRING BREAK SPORTS shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of the event and shall be maintained in force until the Agreement completion date.

The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

(1) SPRING BREAK SPORTS' insurance shall cover SPRING BREAK SPORTS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(2) The minimum limits to be maintained by SPRING BREAK SPORTS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate 	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(7) Coverage. The insurance provided by SPRING BREAK SPORTS pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of SPRING BREAK SPORTS.

(8) Occurrence Basis. The Commercial General Liability Insurance required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

**SECTION 5. BILLING AND PAYMENT.** COUNTY hereby agrees to provide financial assistance to SPRING BREAK SPORTS up to a maximum sum of TWENTY-ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$21,500.00) for all

services provided hereunder by SPRING BREAK SPORTS during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(a) Receipt by COUNTY of a Request for Funds form (a sample is attached hereto and incorporated herein as Exhibit B) from SPRING BREAK SPORTS requesting all or part of the above amount. The Request for Funds form shall be properly completed with documentation attached including original or copy of invoices and copies of cancelled checks. Such request by SPRING BREAK SPORTS shall only be for services specifically provided for herein which are necessary to serve Seminole County. Said Request for Funds form shall be submitted no later than ninety (90) days after the event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to SPRING BREAK SPORTS under this Agreement.

(b) Verification by the Seminole County Tourism Development Director that SPRING BREAK SPORTS  is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;

(c) The final Request for Funds form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the event or activity, funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied and estimated goods and services expenditures; and

(d) Payment requests shall be sent to:

Original:            Director  
                         Seminole County Tourism Development  
                         1055 AAA Drive, Suite 145  
                         Heathrow, Florida 32746

Duplicate:         Director, Department of Finance  
                         Seminole County Services Building  
                         1101 East First Street  
                         Sanford, Florida 32771

(e) Reimbursement shall be contingent upon SPRING BREAK SPORTS' compliance with the requirements as stated in Exhibit A.

**SECTION 6. REPORTING REQUIREMENTS.** In the performance of this Agreement, SPRING BREAK SPORTS shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. SPRING BREAK SPORTS shall transmit and certify interim records with each Request for Funds form submitted to COUNTY. Each Request for Funds form shall detail costs incurred as referenced in Exhibit A. SPRING BREAK SPORTS shall submit a final financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

**SECTION 7. NON-ALLOWABLE COSTS.** The purpose for which Tourist Development Tax grant funds are provided to SPRING BREAK SPORTS shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A. Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, marketing, feasibility studies, or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques, or certificates; private entertainment, lodging, food, and beverages; and wages, salaries, administrative, or travel expenses other than those appearing, if any, in Exhibit A.

**SECTION 8. UNAVAILABILITY OF FUNDS.** SPRING BREAK SPORTS acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to SPRING BREAK

SPORTS as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by SPRING BREAK SPORTS after SPRING BREAK SPORTS has received such notice of termination. In the event there are any unused COUNTY funds, SPRING BREAK SPORTS shall promptly refund those funds to COUNTY, or otherwise use such funds as COUNTY directs.

**SECTION 9. ACCESS TO RECORDS.** SPRING BREAK SPORTS shall allow COUNTY, its duly authorized agent, and the public access to such of its records as are pertinent to all services provided hereunder, at reasonable times, and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

**SECTION 10. LIAISON.** SPRING BREAK SPORTS shall submit the originals of the Request for Funds form, the Narrative Progress Report form, and any other required reports or correspondence to the following:

Director  
Seminole County Tourism Development  
1055 AAA Drive, Suite 145  
Heathrow, Florida 32746



**SECTION 11. NOTICES.** Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, return receipt requested, and sent to:

**For COUNTY:**

Director  
Seminole County Tourism Development  
1055 AAA Drive, Suite 145  
Heathrow, Florida 32746

**For SPRING BREAK SPORTS:**

John Bellingham, President  
Spring Break Sports, Inc.  
2740 SW Martin Downs Blvd., No. 295  
Palm City, FL 34990

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

**SECTION 12. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

**SECTION 13. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**Section 14. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, SPRING BREAK SPORTS shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SPRING BREAK SPORTS as provided hereinabove.

**SECTION 15. CONFLICT OF INTEREST.**

(a) SPRING BREAK SPORTS agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) SPRING BREAK SPORTS hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirect-

ly, in the business of SPRING BREAK SPORTS to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, SPRING BREAK SPORTS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

***(Signature Page Follows)***



IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

SPRING BREAK SPORTS, INC.

\_\_\_\_\_  
PAUL BELLINGHAM, Secretary

By: \_\_\_\_\_  
JOHN BELLINGHAM, President

[Corporate Seal]

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

 As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A - Project Application
- Exhibit B - Request for Funds Form
- Exhibit C - Economic Impact Report Form

AEC/sjs  
12/9/09  
P:\Users\Legal Secretary CSB\Economic Development\2010 Spring Break Sports.doc

Exhibit A

**PART II APPLICATION FOR FUNDS**  
**TOURIST DEVELOPMENT SPONSORSHIP**  
**FY 2009-10**

- (1) NAME OF ORGANIZATION: Spring Break Sports Inc
- (2) NAME OF EVENT: Spring Break Sports – Tennis
- (3) CONTACT PERSON: Paul Bellingham
- (4) CONTACT PERSON E-MAIL: [paul@springbreaksports.com](mailto:paul@springbreaksports.com)
- (5) COMPLETE ADDRESS OF ORGANIZATION: 2740 SW Martin Downs Blvd # 295  
Palm City  
FL 34990
- PHONE: 786 512 9565 CELL: 786 512 9565
- (6) ORGANIZATION'S CHIEF OFFICIAL: Paul Bellingham
- TITLE: Director and Secretary (address as above)
- PHONE: CELL: 786 512 9565 FAX: n/a
- (7) INTENDED USE OF FUNDS: Promotion, Marketing and Facility Rental Costs
- (8) AMOUNT REQUESTED: \$21,500
- (9) IF ENTIRE REQUEST CANNOT BE FUNDED, CAN THE EVENT BE RESTRUCTURED FOR LESS FUNDING:  YES  NO

## **II DETAILS ON YOUR ORGANIZATION**

In narrative form please describe your organization in the following areas. **Use a separate sheet to complete these questions in detail.**

- (1) What are your organization's goals and objectives?

Please see attached sheet.

- (2) What services does your organization provide?

Please see attached sheet.

- (3) How will your organization monitor expenditure of funds?

Please see attached sheet.

- (4) How will your event bring additional visitors and hotel room nights to Seminole County?

Please see attached sheet.

- (5) What is your organization's experience in managing sponsorships and grants?

Please see attached sheet.

# SPRING BREAK SPORTS Inc

Fed ID #22 38 67 255



## II DETAILS ON YOUR ORGANIZATION

### 1 *What are your organization's goals and objectives?*

To bring Men's and Women's College Tennis Teams from all Divisions (NCAA I, II, III, NJCAA and NAIA) and High School Teams to Seminole County to participate in Spring Break Sports' tennis program. Our objective is to provide each individual team with a spring break tailored to their specific requirements. For example, some teams wish to use the majority of their time for practice, whilst others play up to 8 matches in one week.

Our goal is to see a year on year increase in numbers of participating teams. We will achieve this by running an attractive, efficient program that will encourage repeat business and, through aggressive marketing and word of mouth, attract teams who currently either do not take a spring break or who use the services of our main competitor in Hilton Head, South Carolina.

As the business has grown over the last few years, we will now seek sponsorship – from both local and national companies. The influx of over 2,000 athletes in to the local area provides a number of sponsorship opportunities which we shall pursue.

### 2 *What services does your organization provide?*

Spring Break Sports arranges all the teams' requirements for their Spring Break trip. These include booking their hotel accommodation, booking their vehicles, booking their court facilities, arranging their match schedule and facilitating the setup of individual teams' match schedules whilst in Orlando.

### 3 *How will your organization monitor expenditure of funds?*

Spring Break Sports will maintain close control of its expenditure through basic accounting processes, rigorous scrutiny of receipts and by employing the services of a qualified external accountant.

**2740 SW Martin Downs Blvd, #295, Palm City, FL 34990**  
**Tel: 786-512-9565 E-mail: [paul@springbreaksports.com](mailto:paul@springbreaksports.com)**  
**Web site: [www.springbreaksports.com](http://www.springbreaksports.com)**

# SPRING BREAK SPORTS Inc

Fed ID #22 38 67 255



4 *How will your event bring additional visitors and hotel room nights to Seminole County?*

By the very nature and location of our business, Spring Break Sports is attractive to out of state teams – primarily those from colder climates in the North East and Mid West. In 2009 we had teams from as far away as North and South Dakota, Michigan and Texas! Each team has a minimum of six players and one coach – and very often teams use this session as a warm up and so bring many more players – sometimes up to 14 per team with more coaching staff. Some of the larger, usually Division 1 teams, also bring their trainer. The vast majority of teams stay for a full week and we locate them as close to our main facilities of Sanlando Park, Lake Sylvan and Red Bug Park as possible. With some schools having a policy of only one person per bed, this further increases the number of room nights required.

We also actively encourage parents and friends of the team to accompany them. Coaches often bring their families with them and a number of teams have very active participation from their parents who regularly travel with the team to support them. Again, we make all hotel arrangements for the parents.

5 *What is your organization's experience in managing sponsorships and grants?*

Paul Bellingham has experience in this area from his previous employment at Grenelefe Golf and Tennis Resort and his relationship with Polk County Sports Marketing, where his sole objective was to generate sporting events and room nights at Grenelefe Resort.

With the increase in administrative staff, Spring Break Sports now has the resources to effectively manage grants and to seek new marketing and sponsorship opportunities.

Additionally, Spring Break Sports has successfully run this event for a number of years and has a proven track record with the County.

**2740 SW Martin Downs Blvd, #295, Palm City, FL 34990**  
**Tel: 786-512-9565 E-mail: [paul@springbreaksports.com](mailto:paul@springbreaksports.com)**  
**Web site: [www.springbreaksports.com](http://www.springbreaksports.com)**

### III EVENT INFORMATIONM (Use additional sheets where necessary.)

- (1) EVENT NAME: Spring Break Sports – Tennis  
(2) TYPE OF EVENT: Tennis  
(3) DATE OF EVENT: 2/20/10 – 4/10/10
- (4) NUMBER OF DAYS: 50 HOURS: FROM: 8am TO: 10pm
- (5) EVENT PROMOTER (IF OTHER THAN YOUR ORGANIZATION)  
NAME OF PROMOTER: Spring Break Sports Inc  
COMPANY NAME: As before  
ADDRESS: As before  
PHONE and FAX: As before
- (6) PROJECTED NUMBER OF LOCAL PARTICIPANTS, GUESTS AND MEDIA: 0
- (7) PROJECTED NUMBER OF OUT-OF-COUNTY PARTICIPANTS: 1800  
AVERAGE NUMBER OF DAYS STAY IN SEMINOLE COUNTY: 7
- (8) PROJECTED NUMBER OF OUT-OF-COUNTY GUESTS OF PARTICIPANTS: 40  
AVERAGE NUMBER OF DAYS STAY IN SEMINOLE COUNTY: 5
- (9) PROJECTED NUMBER OF OUT-OF-COUNTY MEDIA PERSONS: 5  
AVERAGE NUMBER OF DAYS STAY IN SEMINOLE COUNTY: 2
- (10) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT (The Eco Impact form for the application can be found on the website:)
- (11) WHAT IS THE **GUARANTEED MINIMUM** NUMBER OF ROOM NIGHTS YOUR EVENT WILL BRING TO SEMINOLE COUNTY? 1150  
**Note: This number is the minimum number of rooms that must be captured by the event and documented by submitting the Room Night Pick-Up Form (Exhibit D) within 90 days of the conclusion of the event. Failure to meet this minimum room night guarantee, the total amount of grant disbursement will be decided by the Seminole County CVB.**
- (12) PROVIDE A LIST OF OTHER EVENT SPONSORS AND THE AMOUNT(S) OF THEIR SPONSORSHIPS. None at this time.
- (13) PROVIDE THE LOCATION, CONTACT NAME AND PHONE NUMBER FOR THE EVENT FOR THE LAST THREE YEARS. Seminole County Parks, Paul Bellingham – 786 512 9565
- (14) PLEASE PROVIDE DETAILS OF HOW THE EVENT WILL WORK. Please see attached.

#### **IV SPORTING EVENT (If Applicable)**

- (1) NAME OF SPORT/EVENT: Spring Break Sports – Tennis
- (2) LOCATION OF EVENT: (IF MORE THAN ONE, LIST ON SEPARATE SHEET.)  
Sanlando, Lake Sylvan, Red Bug Park
- (3) TOTAL NUMBER OF FIELDS NEEDED:  
Maximum available – as determined by Seminole County Staff
- (4) TOTAL NUMBER OF FIELDS NEEDED PER DAY:  
Maximum available
- (5) NUMBER OF LIGHTED FIELDS REQUIRED:  
Maximum available
- (6) PROVIDE FIELD USE TIMES BY DAY:  
8am – 10pm – as per advance schedule agreed with the individual facilities
- (7) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY):  
Score cards, water on courts, seating, singles sticks, access to ice machine

#### **V OTHER OUTDOOR EVENT:**

- (1) LOCATION AND SIZE OF EVENT VENUE:
- (2) SPECIAL SITE REQUIREMENTS:

# SPRING BREAK SPORTS Inc

Fed ID #22 38 67 255



## III EVENT INFORMATION

### *14 Please provide details of how the event will work*

The event is pre-sold by Spring Break Sports and the coach is given a password to access the database of teams that are confirmed for the same week as them. The coaches determine which of the other teams they wish to play and SBS then allocates a time and facility for the match. SBS personnel are present at the start of each match to ensure a timely start and a smooth transition from one match/practice to the next.

SBS also makes all the teams accommodation and ground transportation reservations for them in advance – which is how we can accurately track our room night pick up in Seminole County.

Each team generally participates in the program for seven days – although a few stay a slightly shorter time. Some of the 2009 participants have also indicated that they would like to come for a longer period of time in future years. Reasons for this include the number of quality matches that they are able to schedule and also the significantly increased chances of getting the matches in compared to playing at their home venues in some of the northern states.

**2740 SW Martin Downs Blvd, #295, Palm City, FL 34990**  
**Tel: 786-512-9565 E-mail: [paul@springbreaksports.com](mailto:paul@springbreaksports.com)**  
**Web site: [www.springbreaksports.com](http://www.springbreaksports.com)**

## EVENT BUDGET SUMMARY

### INCOME SOURCES:

TOURIST DEVELOPMENT TAX REQUEST	\$21,500
ADDITIONAL FUNDING SOURCES (Seminole County cannot be sole source.)	
Match Fees/Admission	\$84,800
TOTAL ADDITIONAL FUNDS	\$84,800
OTHER INCOME SOURCES	
Hotel Rebates	\$30,000
Rental Car Commissions	\$ 6,000
Sales	\$ 1,500
TOTAL OTHER INCOME	\$37,500
TOTAL INCOME ALL SOURCES	<b>\$143,800</b>

**EVENT EXPENSES:**

Provide an itemized summary indicating the intended use of TDC funds. Please be as explicit as possible, including intended publications, promotional materials, etc. and how much money will be expended (tentatively) for each category. Use additional sheets if necessary.

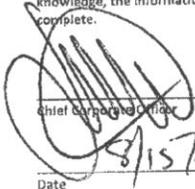
**Intended Utilization of Tourist Tax Funds**

(Please refer to authorized and unauthorized uses on pages 6-7)

Brochure/Flyer	\$ 500
Web Advertising	\$ 8,000
Attendance/Advertising at ITA Exhibition	\$ 1,500
Trade Publication Advertising	\$ 1,000
Telephone Sales Calls	\$ 3,500
Facility Rental	\$ 7,000
Total Tourism Funds:	\$ 21,500
<b>Other Event Expenses</b>	
Facility Rental	\$ 20,000
Accommodation, travel and food	\$ 11,500
Insurance	\$ 3,500
Labor	\$77,500
Admin, legal and professional	\$ 8,000
Total Other Event Expenses	\$120,500
<b>TOTAL EVENT EXPENSES</b>	<b>\$142,000</b>

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2008-09. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments is accurate and complete.

  
\_\_\_\_\_  
Chief Corporation Officer  
8/15/09  
\_\_\_\_\_  
Date

Seal  
  
\_\_\_\_\_  
Corporation Secretary  
8/7/09  
\_\_\_\_\_  
Date

## SPRING BREAK SPORTS INC

### JUSTIFICATION FOR INCLUSION OF FACILITY RENTAL COST IN TDC APPLICATION

For the past two years, the fee structure charged to Spring Break Sports for the rental of the Seminole County tennis courts has been as below:

For each Match:	\$4 including tax
Practice Courts 8am – 5pm:	\$2 per court hour inclusive of tax
Practice Courts 5pm – 10pm:	\$4 per court hour inclusive of tax

Each college match consists of 3 x doubles matches and 6 x singles matches – therefore each “College Match” has been charged at \$36 inclusive of tax – for which a 3.5 hour time slot has always been reserved – 1.5 hours on 3 courts for the doubles matches, and 2 hours on 6 courts for the singles matches.

From 2010, Seminole County will no longer honor the match fee rate, and all courts will be charged for on an hourly basis. In addition, the court costs have doubled to \$4 per court hour before 5pm and gone to \$6 per court hour after 5pm. These rates will now be exclusive of tax.

Therefore, a college match played before 5pm will now cost 16.5 hours x \$4 = \$66 + tax @ 7% = \$70.62. A college match played after 5pm will now cost \$105.93. Up until this point, both of these matches would have cost \$36.

Given the current economic climate, SBS is unable to pass on these increased costs to the colleges. Additionally, our main competition in South Carolina has match fees which are broadly in line with ours. If our match fees were to double – or triple in some instances as shown above – colleges would simply not be able to afford to participate in our program – particularly when they have a direct alternative to go to.

Therefore, our application for TDC Funding for 2009/2010 includes a figure of \$7,000 for Facility Rental Costs. We have arrived at this figure by taking our court costs for this year based on the current charges and applying the new charges that will be implemented for 2010. The difference is approximately \$7,000.

**SEMINOLE COUNTY CVB - 2009/2010**

**SPRING BREAK SPORTS INC**  
**MARKETING BUDGET**

<b><u>Detailed Description</u></b>	<b>Budget</b>
<b><u>Brochure/Flyer</u></b>	
Information/Registration Package to be sent to potential participants who cannot be contacted via the internet. Costs include printing, copying and postage of the pack.	\$500.00
<b><u>Internet</u></b>	
Website design, domain hosting, e-mail hosting, e-blasts, maintenance of on-line database and design and e-mailing of newsletters	\$4,500.00
Various Advertisements on: ITA Website; Bob Larson's College Tennis News (on-line journal) and USHTA website	\$3,500.00
<b><u>Exhibition</u></b>	
Attendance at ITA Exhibition in Naples and advertising/promotion at exhibition	\$1,500.00
<b><u>Trade Publications</u></b>	
Advertisement in ITA Annual Score Book	\$1,000.00
<b><u>Telephone Sales Calls to Out of State</u></b>	
Cold calling and follow up of data base to potential participants	\$3,500.00
<b><u>Facility Rental</u></b>	
Increased cost of court rental at Seminole County Facilities (Sanlando, Red Bug and Sylvan Lake Parks) following discontinuation of Match Fee rate, doubling of practice court costs and rate no longer including tax	\$7,000.00
<b>TOTAL</b>	<b>\$21,500.00</b>

EXHIBIT "B"  
REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT  
1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAME OF CONTACT \_\_\_\_\_ CONTACT TELEPHONE \_\_\_\_\_

CONTACT E-MAIL \_\_\_\_\_

EVENT DATE FROM \_\_\_\_\_ TO \_\_\_\_\_

REQUEST # \_\_\_\_\_

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

(For Final Report only)  
Please complete the following:

#of Hotels used \_\_\_\_\_  
#of Hotel room nights \_\_\_\_\_  
#of out-of-town participants \_\_\_\_\_  
#of out-of-town fans \_\_\_\_\_  
#of out-of-town media \_\_\_\_\_  
Total direct economic impact \$ \_\_\_\_\_

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

# Exhibit C

## SEMINOLE COUNTY ECONOMIC IMPACT STUDY

Group Name : Spring Break Sports  
 Event Organizer: Paul Bellingham  
 Contact Information: 786 512 9565

February 20th - April 10th 2010:Dates of Event  
 Sanlando Park, Sylvan Lake Park, Red Bug Park:Location of Event

Expected Figures					
Expected Adult Participants	Multiplier	Quantity	Event Days	Totals	
Out of State	\$143.00	1800	7	\$1,801,800.00	
In-State Non-Local	\$125.00	0	0	\$0.00	
In-State Non-County	\$16.00	0	0	\$0.00	
<b>Expected Youth Participants</b>					
Out of State	\$125.00	0	0	\$0.00	
In-State Non-Local	\$72.00	0	0	\$0.00	
In-State Non-County	\$16.00	0	0	\$0.00	
<b>Expected Adult Spectators</b>					
Out of State	\$143.00	40	5	Ratio	\$14,300.00
In-State Non-Local	\$125.00	0	0	0.5	\$0.00
In-State Non-County	\$16.00	0	0	0.5	\$0.00
<b>Expected Youth Spectators</b>					
Out of State	\$125.00	0	0	Ratio	\$0.00
In-State Non-Local	\$72.00	0	0	0.5	\$0.00
In-State Non-County	\$16.00	0	0	0.5	\$0.00
<b>Expected Media/Professionals</b>					
Out of State	\$143.00	5	2	\$1,430.00	
In-State Non-Local	\$125.00	0	0	\$0.00	
In-State Non-County	\$16.00	0	0	\$0.00	
<b>Expected Facility Fees</b>	\$15,000.00				
<b>Expected Additional Event Expenses</b>	\$120,500.00				
<b>Expected Total Direct Impact</b>				<b>\$1,953,030.00</b>	
<b>Expected Hotel Impact</b>					
	Resort Tax	Room Nights	Average Room Rate	Total	
Expected Hotel Impact	0.05	1150	125.5	\$144,325	
Expected Economic Impact					
	Multiplier	Divider	Total		
Total Output Economic Impact	\$1,953,030	1.5	\$2,929,545.00		
Total Earnings Impact	\$1,953,030	0.57	\$1,113,227.10		
Total Employment Impact	\$1,953,030	22	1000000	\$42.97	
Expected Tax Generated					
	Total Direct Impact	Tax Free Sales	Tax Rate	Total	
State Sales Tax Generated	\$1,953,030	\$0.00	0.06	\$117,181.80	
<b>State Sales Tax Reimbursed to County</b>					
	FL DOR Multiplier	Total			
	0.09653	\$11,311.56			
	Total Direct Impact	Tax Free Sales	Tax Rate	Total	
County Local Option Sales Tax	\$1,953,030.00	\$0.00	0.01	\$19,530.30	