

EXHIBIT 1

Indian River County Holman Stadium Use Guidelines

(Revised 07-02-13)

A. Eligibility:

Requesting user groups must be Not-for-Profit section 501(c)(3) corporations based in Indian River County and serving Indian River County residents. Eligible user groups are limited to one use per lease year, May 1 through April 30.

B. Use of Premises:

Use of the Holman Stadium facilities and/or the eight (8) baseball practice fields and the one (1) half baseball practice field (collectively referenced as "Stadium") must be lawful and consistent with the use of Indian River County public facilities. In addition, use must be in compliance with section 6.04 of the Facility Lease Agreement dated April 21, 2009, as amended, between Indian River County, a political subdivision of the State of Florida, and Verotown, LLC, a Delaware limited liability company ("Verotown"), a copy of which section is attached hereto as Attachment 1 and incorporated herein in its entirety by this reference. Requested use and dates must not conflict with scheduled facility use by Verotown, Indian River County scheduled events, or events sponsored by the Treasure Coast Sports Commission. User group shall not exclude from participation in, deny the benefits of, or otherwise subject anyone to discrimination in, the use or operation of the Stadium for the event on the basis of age, sex, disability, race, color, national origin, religion, or ancestry.

C. Security:

Security will be provided by the Indian River County Sheriff's Office or the Vero Beach Police Department and Verotown. The security provisions must have the prior written approval of both Verotown and either the Indian River County Sheriff's Office or the City of Vero Beach Police Department, as applicable. The user group shall be solely responsible for all costs associated with security and shall reimburse both Verotown for the cost of security personnel and the Indian River County Sheriff's Office or the Vero Beach Police Department, as applicable, for event security and traffic control.

D. Insurance:

Insurance requirements will be determined by the County's Risk Manager based on the type of event, anticipated attendance, and any other criteria as established for the determination of appropriate coverage. The County shall notify the user group during the review process set forth in paragraph K2 of these Guidelines of the types and amounts of required insurance coverage. Indian River County and Verotown must be named as additional insureds in the policy or policies of insurance. A certificate or certificates of insurance must be delivered to both the County's Risk Manager and Verotown containing the types and amounts of the required coverage, and showing the required additional insureds no later than ten (10) business days prior to the event date. In addition, the agreement to be executed by the user group and the County shall contain an indemnity from the user group to the County and Verotown for the

costs of any damage or destruction to the Stadium or liabilities associated with personal injury or death that occurs in connection with the use of the Stadium by the user group.

E. Alcohol:

Unless specifically prohibited by the County, the sale and consumption of alcoholic beverages shall be permitted during the event, subject to the following restrictions: (1) such sale and consumption shall be in accordance with (i) any applicable requirements of the City of Vero Beach relating to the sale, possession or consumption of alcohol on public property, (ii) any requirements of the County determined necessary or appropriate to protect the health, safety and welfare of the residents of the County, and (iii) any other requirements of state or federal law, and (2) such sale shall be conducted by, and under the license of, Verotown.

F. Facility Use Costs:

User group is responsible for any and all expenses associated with the use of the Stadium, including costs imposed by Verotown for use, including, but not limited to, parking attendants, ticket takers, security personnel, clean-up crews, concession operations, and utilities, all as set forth in Attachment 1.

G. Security Deposit:

User group shall post a security deposit in the amount of a minimum of Ten Thousand Dollars (\$10,000) in the form of cash, or a certified or cashier's check drawn on any United States bank, irrevocable direct pay letter of credit, or surety bond issued by a surety licensed to issue surety bonds in Florida and included in the most recent United States Department of the Treasury List of Acceptable Sureties, each of the foregoing payable to Indian River County to be held by the County, and in the case of an irrevocable direct pay letter of credit or surety bond, in form and substance acceptable to the County. The County reserves the right to increase the amount of the required security deposit due to the nature of the event, and the County shall notify the User group during the review process set forth in paragraph K2 of the Guidelines of any additional amount of security deposit. The User Group shall deliver the security deposit to the County Office of Management & Budget no later than ten (10) business days prior to the event date and, if applicable, execute a cash escrow agreement between the County and the User Group, in form and substance acceptable to the County, at the time the security deposit is tendered.

H. Facility Preparation and Cleanup:

The user group is responsible for all costs associated with the Stadium cleanup and field restoration as set forth in Attachment 1. Verotown must approve cleanup and restoration. If the user group should fail to restore the Stadium facility and grounds, Verotown will have the authority to initiate cleanup and restoration, and any additional costs will be the sole responsibility of the user group, as set forth in Attachment 1. The County reserves the right to deduct any such additional costs from the security deposit.

I. Television Rights:

Any recording or taping of the event must have the prior written approval of both Verotown and the County, which consent may be granted, denied, or conditioned by either the County or Verotown at their sole respective discretion. Nothing contained herein shall be deemed or construed to require approval by either the County or Verotown of any recording or taping of the event.

J. Concessions:

Concession sales and operations must have the prior written consent of Verotown which consent may be granted, denied, or conditioned by Verotown in its sole discretion. The user group will reimburse Verotown for any concession service costs incurred by Verotown, as set forth in Attachment 1.

K. Procedures:

1. A written request must be submitted by the user group's chief executive officer or board of directors to the County Administrator or his designee at least ninety (90) days in advance of the requested use date. The request must include the following: requested date(s) of use, type of event, estimated attendance, purpose, proof of non-profit status, and a listing of current board of directors and executive director. The County will coordinate with Verotown to seek the written approval of the availability of the date(s) from Verotown.
2. Review and approval shall include: County Administrator, Recreation Department, Risk Management Department, Budget Department, County Attorney and Finance Department, and the Indian River County Sheriff's Office or the Vero Beach Police Department. Additional information may be requested during the review process, including, without limitation, proposed budget and estimated expenses and revenues for the event. It is the responsibility of the requesting user group to secure all appropriate approvals.
3. After the County Administrator or designee review, the user group will be notified in writing, within thirty (30) business days after the date the request was submitted, of the status of the request; the amount of the required security deposit; the types and amounts of required insurance coverages; and the date the request will be submitted for County Commission consideration. The County Administrator or designee will submit the request to the County Commission. The County Commission may approve, approve with conditions or deny the request. The approval or disapproval is at the sole discretion of the County Commission.
4. Execution of an agreement between the County and the user group with respect to the use of the Stadium; submission of proof of ability to obtain the required insurance coverages; delivery of security deposit, and, if applicable, execution of a cash escrow agreement between the County and the user group; and delivery of certificates of required insurance coverages.

L. Fiscal Reports:

Within thirty (30) business days after the event, a summary of expenses, revenues, and estimated attendance signed by the executive director and the chairperson of the user group's board must be submitted to the County Administrator or his designee. In addition, the user group shall submit fully executed copies of any agreements that user group has obtained in connection with the event between the user group and Verotown and any other vendor or provider of food and merchandise concessions, beverages, and other items associated with the event.

M. No County Funding:

County contribution is use of the Stadium on the date or dates requested by the user group. No County funding of any nature whatsoever, cash or in-kind, will be provided.

N. Permits:

Any and all required permits and licenses and associated costs for use based on the Indian River County Code of Ordinances, Health Department or any other regulatory authorities are the sole responsibility of the user group. Proof of permits must be provided no later than thirty (30) calendar days prior to the requested use date to the County Administrator or his designee. Failure to provide proof of required permits authorizes the County to remedy the situation including up to termination of the requested use. Any expenses incurred by the user group associated with the use of the stadium facilities prior to the time of termination of the requested use pursuant to this paragraph are the sole responsibility of the user group.

O. Cancellation of event

The County, in a declared emergency, may cancel the event at its sole discretion. If the user group proposes to cancel the use after the County Commission has approved the application and reserved the date(s), the user group must notify the County Administrator or his designee and Verotown in writing as soon as possible prior to the scheduled date of use.

P. Discretion

The County Administrator shall have discretion to waive any procedural, time period or other such requirement of the Use Guidelines when he/she determines that such waiver is in the best interests of the County.

Q. Remedies

Failure of the user group to comply with the terms of the agreement authorizes the County to cancel the event up to the date of the scheduled event, and may prohibit the use of the Stadium by the user group for future events at the sole discretion of the County.