

**RESOLUTION No. 23-151**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A SPECIAL EVENT PERMIT AND USE OF CITY LOGO REQUESTED BY LEON SPORT TO HOST THE “DORAL CHRISTMAS 5K” AT DORAL MEADOW PARK LOCATED AT 11555 NW 58 STREET, DORAL, FL 33178 ON DECEMBER 17, 2023 FROM 7:30 AM TO 9:30 AM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Eduardo Orozco, on behalf of Leon Sport Corp (the “Applicant”) seeks approval from the City of Doral (the “City”) for a special event permit to host “Doral Christmas 5K” event at Doral Meadow Park, as more particularly described in their application, attached hereto as Exhibit “A” and incorporated herein by reference (the “Event”); and

**WHEREAS**, the Applicant is also seeking authorization to utilize the City’s logo for marketing of the Event; and

**WHEREAS**, staff recommends that the Mayor and City Council approve the proposed special event permit application for the Applicant to host the “Doral Christmas 5K” Sunday, December 17, 2023, at Doral Meadow Park, from 7:30 a.m. to 9:30 a.m.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made as part hereof by this reference.

**Section 2. Approval.** The special event permit application attached hereto as Exhibit “A” for the “Doral Christmas 5K” is hereby approved subject to the following conditions:

1. The Applicant shall secure all necessary and required building, electrical,

plumbing, or other permits, and shall immediately furnish proof of such permits upon request from the city.

2. The Applicant shall only use the City's logo for marketing and promoting the event consistent with the City's logo policy.
3. The Applicant shall be required to have all inspections and approvals prior to the event date.
4. Sanitary facilities shall be provided by the Applicant and shall be of the type and in a sufficient number as to meet the requirements established by the Building Department.
5. The Applicant is responsible for providing adequate security at the special event. The police department may require the Applicant to provide and pay for security personnel for crowd control and traffic direction purposes. The county fire rescue department may require the Applicant to provide and pay for fire watch personnel.
6. The Applicant shall comply with the comments made by the City of Doral Police Department and pay all applicable fees no later than 14 days in advance of the event.
7. The Applicant shall comply with the comments made by the City of Doral Parks and Recreation Department and pay all applicable fees no later than 14 days in advance of the event.
8. The Applicant shall provide to the City of Doral an acceptable certificate of insurance naming the city as an additional insured four weeks prior to the event date.
9. If applicable, the Applicant shall secure a maintenance of traffic (MOT) permit from the City of Doral Public Works Department and/or Miami-Dade County Department of Transportation and Public Works prior to event start date.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 13 day of September, 2023.



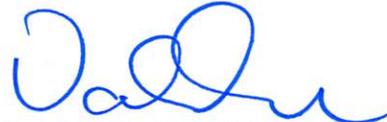
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for  
NABORS, GIBLIN & NICKERSON, P.A.  
CITY ATTORNEY

# EXHIBIT “A”

Received  
7/7/2023 at  
4:05pm



Location Type  
Public Property  Private Property

### City of Doral Special Event Application

Special Event Name: DORAL CHRISTMAS 5K  
Event Organizer: LEON SPORT Event Address: 11555 NW 58th St  
City: DORAL State: FL Zip Code: 33178 Dates: 12-17-2023 to 12-17-2023  
Event Hours: From 7:30am (am/pm) to 9:30am (am/pm) Estimated Attendance: 999

#### Applicant Information

Applicant's Name: Eduardo Orozco Title: President  
Applicant Address: 11605 NW 89th ST City: Doral State: FL  
Zip Code: 33178 Telephone: 786 6080819 Email: eorozco@leonsportbra

#### Promoter/Company Information

Organizer Name: LEON SPORT CORP  
Organizer Address: 11605 NW 89 ST City: DORAL State: FL  
Telephone: 33178 Email: eorozco@leonsportbrand.com

## General Event Information

### TYPE OF EVENT:

Grand Opening  Parade  5K Run/Walk  Corporate/Business  Groundbreaking/New Project

Athletic/Sports  Holiday Themed  Store Anniversary  Other (specify): \_\_\_\_\_

### SPECIAL CONSIDERATIONS:

Animal  Cooking  Alcoholic Beverages  Road Closures  Firework  Food Trucks

Other (specify): \_\_\_\_\_

**Event Description:** Familiar 5K race for the Doral community.

It will be a fantastic event for gathering the people of our city and different promoters such as companies, sports and healthy organizations, general public, and special guests.

**Purpose of Event:** Bring a new sports and healthy event to our community.

### Period of Requested Use (Including Set-up / Tear-down and Clean-up time):

From 5:30am To 10:30am

Yes No

Is this event open to the general public?

Will there be an admission fee? If yes, please provide amount(s): 40

Will alcoholic beverages be served, sold Yes  No  Type \_\_\_\_\_ Price \_\_\_\_\_

Will you have music? Live  Taped  Type of music DJ

Will there be on-site registration?

Will there be sponsors or vendors on-site? If yes, please list them below.

SKYROS PUREPOWER KIA MOTORS MOTOCARS TRIMINCH ENTERATE SANI



### Building Department Initial Review

#### Building Trade

Will your event require tents? Size: 10x10 Quantity: 12 Yes  No

If larger than 10X10, please explain how the tent(s) will be grounded? \_\_\_\_\_

Will your event require a stage, or platform? Size: 8x8 Quantity: 1 Yes  No

Other temporary structure(s)? Please, explain: \_\_\_\_\_

#### Office Use Only

Permit Required: Yes  No  Staff: \_\_\_\_\_ Date: \_\_\_\_\_

#### Electrical Trade

Will a generator be used? Size (Watts): 2000 Quantity: 2 Yes  No

Will light towers be used? Quantity: \_\_\_\_\_ Yes  No

Any other electrical need(s) not specified? Please, explain: \_\_\_\_\_ Yes  No

#### Office Use Only

Permit Required: Yes  No  Staff: \_\_\_\_\_ Date: \_\_\_\_\_

#### Plumbing Trade

What type of restroom facilities will be provided? Existing Building  Portable Toilets

What is the distance of the path to the restrooms nearest the main event? 300 (ft.)

#### Office Use Only

Permit Required: Yes  No  Staff: \_\_\_\_\_ Date: \_\_\_\_\_

Public Works Department

Traffic Impact Initial Review

Will your event involve any partial or complete road/lane closures? Yes  No   
if yes, please provide additional information below.

Will your event involve any partial or complete sidewalk closures? Yes  No

Proposed event will occupy: One lane  Two Lanes  Half Street  Full Street

How many of the following? Vehicles 0 Pedestrians 0

Street Name: NW 58th Street.  
 From: Doral Meadow Park to NW 117 Ave.  
 Beginning Date: 12-17-2023 Time: 7am Ending Date: 12-17-2023 Time: 9am  
 Street Name: NW 117th Ave.  
 From: NW 58th St. to NW 25th St. (Guadalupe  
 Beginning Date: 12-17-2023 Time: 7am Ending Date: 12-17-2023 Time: 9am  
 Street Name: \_\_\_\_\_  
 From: \_\_\_\_\_ to \_\_\_\_\_  
 Beginning Date: \_\_\_\_\_ Time: \_\_\_\_\_ Ending Date: \_\_\_\_\_ Time: \_\_\_\_\_

You may be required to hire off-duty police officers for traffic control and ensure the safety of participants and/or spectators.

Emergency vehicles must have access without delay.

Office Use Only

MOT Permit Required: Yes  No  Staff: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by Permittee:  Title: PRESIDENT Date: 02/07/2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/12/23

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> Mass Merchandising	
	<b>PHONE (A/C, No, Ext):</b> 1-800-426-2889	<b>FAX (A/C, No):</b> 1-260-459-5105
<b>E-MAIL ADDRESS:</b> info@sportsinsurance-kk.com		
<b>PRODUCER CUSTOMER ID:</b>		
<b>INSURED</b> 2001571375 CP# 619 SKYROS SPORTS DBA: LEON SPORT 1455 NW 107th Ave Ste 732 Doral, FL 33172 A Member of the Sports, Leisure & Entertainment RPG		<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> Nationwide Mutual Insurance Company		<b>NAIC #</b> 23787
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 2002801985 08/12/2023 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6BRPG0000007893700	09/03/23 12:01 AM	09/04/23 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Not provided while in Hawaii						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>			6BRPG0000007893700	09/03/23 12:01 A.M.	09/04/23 12:01 A.M.	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Legal Liability to Participants (LLP) limit is a per occurrence limit.  
 Event Name: Relay Race Type of Event: Run Distance:1/2 Marathon  
 Event Date: 9/3/23 # of Participants: 300 Event Location: Miami International Mall  
 \*\* This certificate voids and replaces certificate # W02450131 \*\*

<b>CERTIFICATE HOLDER</b> Evidence of Coverage	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

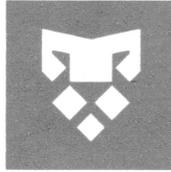
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Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Doral, August 4th, 2023.

PUBLIX SUPERMARKET, Doral.

City of Doral.  
Outdoor Events Coordinator  
Planning and Zoning Department.

I, Mr. Doug LAPÉ as Manager of PUBLIX SUPERMARKET, and manager of the PUBLIX SUPERMARKET's parking lot, located at 10755 NW 58th St, Doral, FL 33178, authorize the Runners and general public of the race **5K DORAL CHRISTMAS RACE** to park their cars in the south-west side of our parking lot the next Sunday, December 17<sup>th</sup>, 2023. From 6am to 9am.

At the Store Mgr.

PUBLIX SUPERMARKET

Eduardo Orozco / LEON SPORT  
5K DORAL CHRISTMAS RACE, Race Producer.

**PUBLIX**  
SUPER MARKETS  
STORE NO. 0655  
Publix at Doral Isle  
10755 NW 58th St  
Doral, FL 33178-2801  
(305) 597-8295

## JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the "Agreement") is entered into this 1<sup>st</sup> day of August, 2023, (The "Effective Date"), by and between SKYROS SPORTS INC, ("SKYROS") and LEON SPORT, CORP, ("LEON") (collectively, SKYROS and LEON may be referred to as the "Members" or "Member"), for the purpose of organizing, promoting, and executing a one-day Sports Event named *21K Relay Race or Leon Relay Race* (See Exhibit A) to take place on August, 20<sup>th</sup>, 2023 at 06:30 a.m. (or at another date the Members may agree upon), at the Miami International Mall located at 1455 NW 107<sup>th</sup> Avenue, Doral, FL 33172 (the "Joint Venture"). The Members, by and through their respective representatives, hereby agree to the following articles below: Page - 1 -

### ARTICLE I (Formation)

1.1 Commencement and Duration:

(a) This Agreement will commence on the Effective Date of this Agreement.

(b) This Agreement will continue until the Joint Venture as described herein is executed.

(c) This Agreement shall only be dissolved and wound up at the time and in the manner provided for in Article VIII of this Agreement.

1.2 Purpose: This Agreement exists solely for the purpose of organizing, promoting, and executing a one-day Sports Event named *21K Relay Race or Leon Relay Race* (See Exhibit A) to take place on August, 20<sup>th</sup>, 2023 at 06:30 a.m. (or at another date the Members may agree upon), at the Miami International Mall located at 1455 NW 107<sup>th</sup> Avenue, Doral, FL 33172 (the "Joint Venture").

1.3 Principal Place of Joint Venture: The principal location of the Joint Venture will be either of the Members addresses as described in section 1.4.

1.4 Members: The name and place of business of each Member are as follows:

SKYROS: 1455 NW 107 Ave Unit #732. DORAL, FL 33172

LEON: 11605 NW 89th Street, Unit 201. DORAL, FL 33178

1.5 Admission of Additional Members: Except as otherwise provided in the Agreement, no additional members may be admitted to the Joint Venture without the prior, written, and unanimous consent of the Members.

1.6 Representations of Members:

(a) Each Member, either personally or through a respective corporation, is duly organized, validly existing and in good standing under the laws of the State of Florida, and is qualified to do business under the laws of each state where such qualification is required to carry on their part of the business.

(b) Each Member has full power and authority to execute and deliver this Agreement and to act as Member under this Agreement.

(c) This Agreement has been authorized by all necessary actions, has been duly executed and delivered, and is a legal, valid, and binding obligation, enforceable according to its terms.

(d) The execution and delivery of this Agreement and the performance of its obligations under this Agreement will not conflict with, or result in any violation of, or default under, any provision of any governing instrument applicable to it, or any agreement or other instrument to which it is a party or by which it or any of its properties are bound, or any provision of law, statute, rule or regulation, or any ruling, writ, order, injunction or decree of any court, administrative agency or governmental body applicable to it.

1.7 Liability of Members:

(a) Losses, liabilities, and expenses incurred in furtherance of this Agreement and the Joint Venture will be allocated among the Members in accordance with the procedures for allocating net losses provided in Section 3.1.

### ARTICLE II (Powers of Members)

2.1 Scope of Member's Powers: Subject to the provisions in this Agreement, the Members shall:

- (a) SKYROS provide the apparel and other athletic equipment necessary to perform and carry-on the Joint Venture at a discounted price to LEON.
- (b) LEON shall organize, promote, manage, and execute the Joint Venture and shall have the sole authority and therefore be the only responsible Member in regards to the management and development of the Joint Venture

**ARTICLE III**  
*(Profits and Losses)*

3.1 Profits/Losses: For financial accounting and tax purposes, the Joint Venture's net profits or net losses shall be determined on a cash basis and shall be allocated exclusively to LEON.

**ARTICLE IV**  
*(Management)*

4.1 Authority of Members: LEON shall have the sole authority to bind, incur debts, and dispose of assets in furtherance of the purpose of this Agreement and the Joint Venture.

4.2 Responsibility of Members:

(a) Each Member will perform tasks as needed and directed by the Members in furtherance of the operation of the Joint Venture pursuant to this Agreement.

(b) During the term of this Agreement, LEON agrees to devote its full working time to the business and affairs of the operation of the Joint Venture and to use its best efforts to perform faithfully, effectively, and efficiently its duties. LEON covenants, warrants, and represents that it shall: (i) devote its full and best efforts to the fulfillment of the operation of the Joint Venture; and (ii) endeavor to prevent any harm, in any way, to the business or reputation of Pink SKYROS or its affiliates.

(c) In keeping with LEON's fiduciary duties to SKYROS and the Joint Venture, LEON agrees that it (or any member or officer thereof) shall not, directly, or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. LEON agrees that it shall promptly disclose to SKYROS any facts which might involve any reasonable possibility of a conflict of interest.

4.3 Assets: Title to any assets under this Agreement and/or belonging to the Joint Venture shall be held only in the name of LEON or its affiliates only.

4.4 Member Meetings: Any Member may call a meeting of the Members to discuss any matter pertinent to the Joint Venture and its purpose.

4.5 Exculpation: Any act or omission of a Member(s), the effect of which may cause or result in the loss or damage to the Members, shall not subject the acting Member(s) to any liability to the Members if done in good faith, within ordinary course of business, and to promote the best interest of this Agreement.

4.6 Indemnification: The Members shall indemnify any Member who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit, or proceeding, whether civil or criminal, administrative, or investigative by reason of the fact that he is or was a Member of this Agreement, for instant expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in the interest of the Agreement.

To the fullest extent permitted by law, LEON expressly agrees to indemnify, defend and hold harmless SKYROS and its affiliates and the Joint Venture from and against any and all claims or loss arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities, including reasonable attorney's fees, for loss, damage or injury to persons or property of whatever kind or nature arising from the acts or omissions of LEON, its assigns and each of their respective agents, employees, representatives and contractors.

To the fullest extent permitted by law, SKYROS expressly agrees to indemnify, defend and hold harmless LEON and its affiliates and the Joint Venture from and against any and all claims or loss arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities, including reasonable attorney's fees, for loss, damage or injury to persons or property of whatever kind or nature arising from the acts or omissions of SKYROS, its assigns and each of their respective agents, employees, representatives and contractors.

4.7 Standard of Care:

(a) No Member will be liable to the other Members for any action taken or omitted to be taken by them in good faith, within reasonable business judgement and ordinary course of the Joint Venture, and in a manner they reasonably believe to be in or not opposed to the best interests of the purpose of this Agreement, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

(b) No Member shall be liable to the Members as the result of any decision made in good faith by the Member in furtherance of the purpose of this Agreement.

(c) Members may consult with independent legal counsel and will incur no liability to the Members, in acting or refraining to act in good faith in reliance upon the opinion or advice of such counsel.

**ARTICLE V**

*(Intentionally Deleted)*

**ARTICLE VI**

*(Capital Contributions)*

6.1 Capital Investments: Each Member shall contribute capital to the Joint Venture as described in this as follows:

(a) SKYROS - No initial and ongoing capital but shall provide equipment and apparel at a preferred rate to LEON.

(b) LEON- All initial and ongoing capital.

**ARTICLE VII**

*(Distribution)*

7.1 Distributions to Members: All proceeds generated by the Joint Venture and this Agreement are subject to distribution as describe herein. Members may take a distribution of capital and of any profits generated from the Joint Venture as described in section 7.2.

7.2 Calculations of Distribution: As of January 1, 2023, each Member shall be entitled to distributions from the Joint Venture of the Joint Venture as follows:

(a) SKYROS - 0% of all net sales.

(b) LEON - 100% of all net sales.

7.3 Timing of Distributions: Distributions as described in this Article VII shall be made on the 5<sup>th</sup> of each month unless otherwise agreed to by all Members.

**ARTICLE VIII**

*(Dissolution, Winding Up, and Withdrawal)*

8.1 Dissolution: Each Member may terminate this Agreement and dissolve all business relations between them by providing written notice to all remaining Members, to their last known address at least ninety (90) days prior to the effective date of said dissolution.

8.2 Winding Up: On the dissolution of the Agreement and the Joint Venture, the Members must take full accounting of the Joint Venture including liabilities and distribute any net profits to the Members in accordance with Section VII of this Agreement.

8.3 Withdrawal:

(a) Should any one Member wish to withdrawal from the Joint Venture, written notice must be given to all remaining Members, to their last known address at least ninety (90) days prior to the effective date of said withdrawal.

(b) Distributions on Withdrawal - Following Notice of intent to withdraw, the withdrawing Member shall be entitled to receive any distributions made during the course of the Joint Venture in accordance with Section VII of this Agreement.

(c) The withdrawal of any one Member to this Agreement will void same and render the Joint Venture terminated.

8.4 Effect on Corporation: Any Dissolution, Winding Up, and/or Withdrawal under this Section shall not have any effect on each of the Members entities. The Members, and any other additional members, expressly acknowledge that the Members are the sole owner of their own brand/concept which are or will be developed by the Members as contemplated by this Agreement.

**ARTICLE IX**

*(Accounts, Reports, and Books)*

8.1 Books of Account: There will be an established books of account of the Joint Venture which will keep track of all debts, obligations, and liabilities incurred, as well as all operating capital, revenues, expenses, investments, and assets.

8.2 Reports: The Members shall close the books of account after the closing of the Joint Venture, and shall prepare and send to each member a closing statement of such Members' distributive share of income and expense for tax reporting purposes.

8.3 Right of Access to books: Only LEON shall have the right to inspect the Books of the Joint Venture.

**ARTICLE X**

*(Miscellaneous Provisions)*

9.1 Modification: Any modification to this Agreement shall be made in writing and shall be duly notarized.

9.2 Governing Law: This Agreement and the rights of the Members herein are governed by and interpreted in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

9.3 Entire Agreement: This Agreement represents the entire understanding between the Members with respect to the Joint Venture.

9.4 Attorneys' Fees: In the event that any party to this Agreement is required to bring an action in connection with the performance, breach, or interpretation of this Agreement, or in any way relating to the Joint Venture contemplated by this Agreement, the prevailing party in that action shall be entitled to recover from the losing party all reasonable costs and expenses of litigation, including attorney's fees, court costs, costs of investigation, accounting, and other costs reasonably related to the litigation in both the trial and appellate courts.

9.5 Severability: The Members agree that if any portion of this Agreement is deemed void, unconscionable, or otherwise unenforceable, the remaining portions of this Agreement shall be given full force and effect.

9.6 Venue: The Members agree that in all actions or proceedings arising from this Agreement, forum shall be the 11th Judicial Circuit in and for Miami-Dade County, Florida. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the

County of Miami-Dade, State of Florida shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

9.7 Confidential Information: Each Member acknowledges that each other and its affiliates have trade, business, and financial secrets and other confidential and proprietary information (collectively, the "Confidential Information"). Confidential information includes, but is not limited to, sales materials, marketing objectives, and strategies, financial information, strategic information, business plans, recipes, menus, procedures, logos, branding, and information concerning customers or vendors. As defined herein, Confidential Information shall not include information that is generally known to other persons or entities who can obtain economic value from its disclosure or use.

Each Member acknowledges that the Confidential Information has been developed or acquired by each Member and its affiliates through the expenditure of substantial time, effort, and money and provides each Member and its affiliates with an advantage over competitors who do not know or use such Confidential Information.

All records, files, documents, materials and Confidential Information or copies thereof, relating to each Member, its affiliates and the business of the Joint Venture which the Members shall prepare, create, develop or use, or be provided with as a result of its membership in this Joint Venture, shall be and remain the sole property of each Member and its affiliates, as the case may be, and shall be returned promptly to the developing Member and its affiliates upon termination of this Joint Venture. UNDER NO CIRCUMSTANCES SHALL A MEMBER BE DEEMED TO BE AN OWNER IN THE OTHER OR HAVE AN INTEREST IN ANY CONFIDENTIAL INFORMATION AS CONTEMPLATED BY THIS SECTION OF THE JOINT VENTURE.

9.8 Non-Disclosure: During the term of this Agreement, each Member and its affiliates shall provide the other with Confidential Information of each Member and its affiliates as described in Section 9.7. Accordingly, in consideration for the disclosing Member and its affiliates' commitment to provide Confidential Information to each other and in order to protect the value of the Confidential Information of each Member and its affiliates, the Members agree that during the term of this Agreement and at all times thereafter, it will not directly or indirectly disclose or use or disclose for any reason whatsoever any Confidential Information obtained by reason of its membership in this Joint Venture, except (i) as required to conduct the business of the Joint Venture during the term of this Agreement; (ii) as authorized in writing by the disclosing Member and/or its affiliates; or (iii) as compelled by legal process. The obligations of each Member set forth in the preceding paragraph are in addition to, and not in lieu of any obligations each Member may have under applicable common or statutory law.

9.9 Inventions; Assignment: All rights to discoveries, inventions, improvements and innovations (including all data and records pertaining thereto) related to business and/or activities of this Joint Venture, whether or not patentable, copyrightable, registrable as a trademark, or reduced to writing, that each Member may discover, invent or originate during the term of this Agreement, either alone or with others ("Inventions"), shall be the exclusive property of the originating Member. Each Member shall promptly disclose all inventions to each other, shall execute at the request of the originating Member any assignments or other documents that the originating Member may deem necessary to protect or perfect its rights therein, and shall assist the originating Member at originating Member's expense, in obtaining, defending, and enforcing its rights therein.

9.10 The preceding Sections 4.2(b), 9.7, 9.8, and 9.9 shall apply to each Member and its officers, shareholders and employees individually.

9.11 Right of First Refusal: SKYROS agrees that LEON shall have the right of first refusal to be the operator of any Sports Event developed or offered by and to SKYROS during the term of this Agreement.

**CERTIFICATE OF FORMATION**

This Agreement is entered into and shall become effective as of the Effective Date by and among the persons executing this Agreement as Members to the Joint Venture. It is the Members express intention to create a Joint Venture in accordance with applicable Florida law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing Agreement is adopted and approved by each Member, the Agreement consisting of ten (10) pages, on this 1<sup>st</sup> day of August, 2023. Page  
- 6 -



SKYROS SPORTS INC

\_\_\_\_\_  
Name:



LEON SPORT, CORP

\_\_\_\_\_  
Name:



- 1** PARKING
- 2** PODIUM
- 3** TENTS
- 4** MUSIC / DJ
- 5** BATHROOMS
- 6** SNACKS and WATER
- 7** START POINT / FINISH LINE





# DORAL CHRISTMAS RACE



**START POINT / FINISH LINE**



**COURSE** (COUNTER CLOCK WISE)



**U - TURN**



**WATER STATIONS**



**STAGE (8X8), SPEAKERS**



**12 TENTS (10X10)**



**PARKING LOT + PUBLIX AND SEDANOS**

Our Lady of Guadalupe Catholic Church

Our Lady of Mercy Cemetery

Doral Academy Preparatory School

Date: 7/24/2023 Permit No.: 2023-K-853-00041

Name of Applicant or Authorized Agent: Eduardo Orozco

Entity (if applicable): LEON SPORT

(If entity, furnish contact information for responsible representative)

Address: 11605 NW 89 St. Unit 201, Saint Moritz Zip Code: 33178

City/State: Doral, Florida Telephone No.: (786) 608-0819 ext. \_\_\_\_\_

Email Address: eorozco@leonsportbrand.com

<b>Activity / Project Site</b>		
County: <u>Miami-Dade</u>	State Road: <u>SR-821</u>	Section: _____
From Mile Post: <u>0</u>	to Mile Post: <u>0</u>	
Construction Proposed or Underway: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> FM Project No.: <u>435543-1 HEFT Wideng</u>		
Name of Municipality if Work is within Limits: _____		
Description of Work Activity: This is a 5K Race for the community of Doral. It is a wonderful way to gather with healthy life lovers, amateurs, athletes, small-mid business, authorities of the City, and the general public. We are expecting around 800 runners. We have experience managing this kind of event, and we know our neighbors will love this race.		

<b>General Provisions</b>
<ol style="list-style-type: none"> <li>1. Attach any pertinent plans or drawings.</li> <li>2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted.</li> <li>3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work. Contact <u>Gordon Dobbins</u> at <u>9549341220</u>.</li> <li>4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicants certification of work at completion is required.</li> <li>5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic in accordance with the latest version of the Department's Design Standards, index series 600, or an alternative plan signed and sealed by a professional Engineer and attached with the permit.</li> <li>6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.</li> </ol>

Approved  
 2023-K-853-00041  
 Wilfredo Acevedo  
 8/17/2023

**Special Provisions**

See Attachment A and Special Conditions

**Conditions**

1. In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance can not be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.
2. Work shall commence within 1 days of permit approval.  
Work shall be completed by 12/17/2023.  
(Date)
3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.

**Applicant**

I hereby agree to comply with all terms and conditions set forth and described in this permit.

Eduardo Orozco, President      Eduardo Orozco      7/24/2023  
Printed or Typed Name and Title      Signature      Date

**FDOT**

Approved By: Wilfredo Acevedo      Wilfredo Acevedo      8/17/2023  
Print Designated Engineer      Signature      Date  
DEPUTY DIST MAINTENANCE ADMINISTRATOR  
Title

Approved  
2023-K-853-00041  
Wilfredo Acevedo  
8/17/2023

# ATTACHMENT “A”

Permit # 2023-K-853-00041 (TP-87-SP-102-23)

**Project Description:** SR-821, MP 28-30

Leon Sports proposes to close NW 117 Avenue for a 5K Race between NW 25<sup>th</sup> Street and NW 58<sup>th</sup> Street. The Event is scheduled for Sunday, December 17, 2023, from 7 am – 9 am.

The following apply:

1. **The Applicant shall be responsible to make sure the Contractor abides by all FDOT Standard Specifications and Standard Plans.**
2. **The Applicant shall be contacted by the Florida’s Turnpike Enterprise contact person [Gordon Dobbins](#) or his designee within five (5) working days from the date of the permit approval to schedule a pre-work meeting.** At the pre-work meeting, the permit, attachment A, and special conditions will be discussed. Also, the Applicant shall provide emergency contact names and numbers along with a schedule for the proposed work.
3. **On the day of the event, the Permittee shall be required to call the [Turnpike Traffic Management Center 954-9341370](#) prior to and following the closure of the Ramp.**

**This permit is good till [December 22, 2023](#). We are asking that the applicant submit an E-mail requesting an extension, 10 days prior to the completion date, if they want to keep the permit valid and open past the completion date. If an E-mail is not received or an extension is not granted, the permit will be closed and a new permit submittal will be required to continue work. The extension will be up to the discretion of the Permits Engineer, Dan Ekback, P.E. E-mail: [Daniel.ekback@dot.state.fl.us](mailto:Daniel.ekback@dot.state.fl.us)**

*cc: Gus Quesada, Pacifico Castillo, Yasir Mercado, Dave Soto, File*

Approved  
2023-K-853-00041  
Wilfredo Acevedo  
8/17/2023

# Special Conditions

Permit # 2023-K-853-00041 (TP-87-SP-102-23)

The following apply:

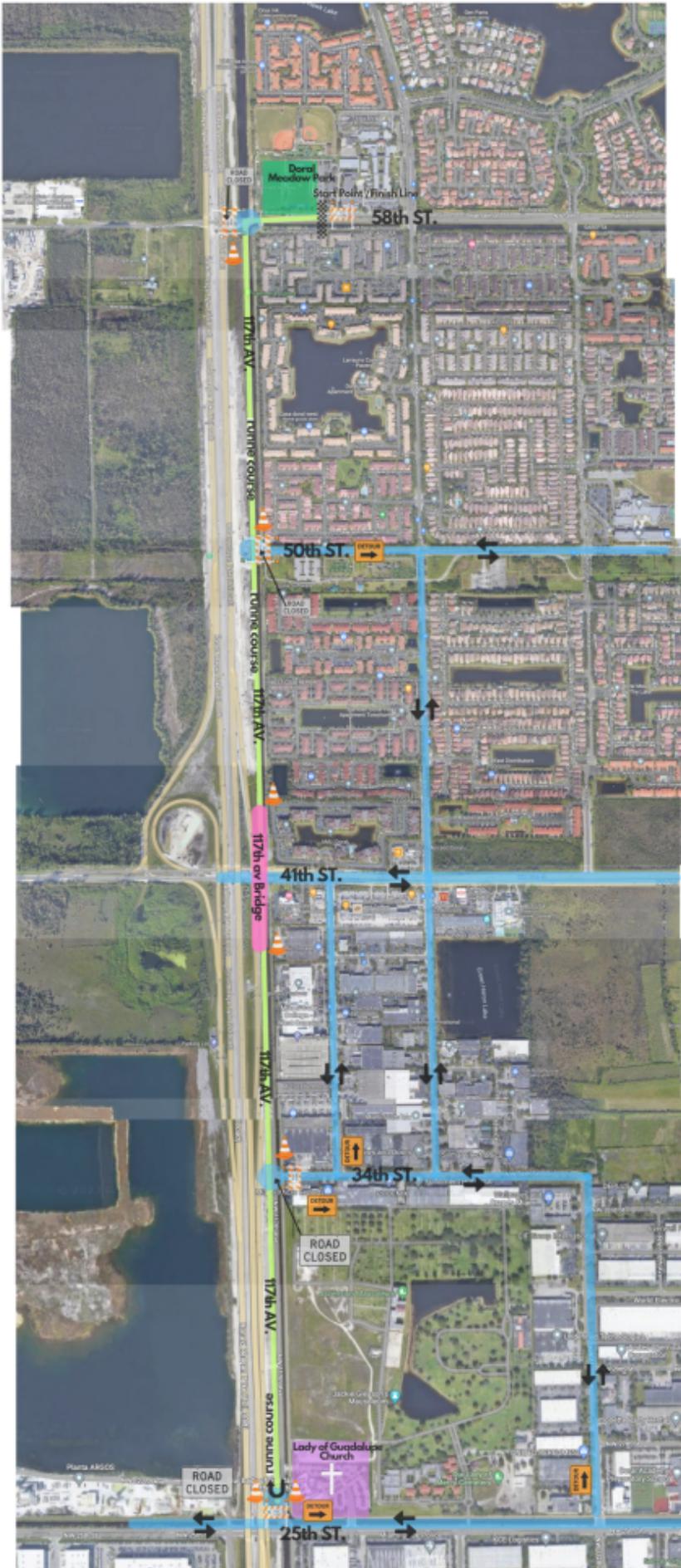
1. The temporary Portable Changeable Message Signs (PCMS) shall be placed completely behind guardrail, if it exists in either placement location.
2. The placement and ultimate removal of the PCMS boards shall be performed during the hours from 9:30 am to 3 pm or 9 pm to 5 am. The Applicant and their contractor must conduct the placement and removal of these PCMS boards in accordance with the most recent edition of *FDOT* Standard Plans and *M.U.T.C.D.*, as minimum criteria.
3. Placement and removal of the PCMS boards shall be no earlier than seven (7) days before the beginning of the event and no later than one (1) day following the end of the event, respectively.
4. The herein approved placement for temporary PCMS boards shall not interfere with, or otherwise block or disturb existing permanent roadway signs. The temporary PCMS boards shall be placed at locations providing at least 800-foot separation from existing signs. If this separation cannot be achieved, the temporary PCMS boards shall be placed equidistance from existing signs on either side of placement location.
5. While work is in progress, all vehicles shall be parked as far off the roadway as possible. All vehicles must be clearly marked with a company name and/or logo and be equipped with working amber strobe lights. In addition, all workers shall wear ANSI approved apparel (safety vests) while on Turnpike property.
6. The Applicant's attention is directed to the fact that the Applicant will be required to pay tolls, as applicable to the general public.
7. The Applicant shall be prohibited from driving or parking within the clear zone in a direction opposite the flow of traffic of the mainline or ramps, or in a fashion that creates the perception of oncoming traffic, during the placement and removal of these temporary PCMS boards.
8. In case of extreme traffic or weather conditions, the Applicant may be required to remove their operation from the roadway and/or right-of-way, at the discretion of the Engineer or the Florida Highway Patrol, Troop "K", who has jurisdiction on this roadway.

Approved  
2023-K-853-00041  
Wilfredo Acevedo  
8/17/2023

9. The Applicant shall notify the Turnpike Permits Office within two weeks of completion of this work. **At that time, a final inspection will be scheduled prior to final acceptance of the work, with participation from the Turnpike, the Applicant, and the Contractor.**
10. The Applicant shall submit a "Certification of Permit Completion" within 30 days after "Final Acceptance" of the work by the Turnpike.

***cc: Gus Quesada, Pacifico Castillo, Yasir Mercado, Dave Soto, File***

Approved  
2023-K-853-00041  
Wilfredo Acevedo  
8/17/2023



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8/17/2023