

**NON-BINDING TERM SHEET**  
**Comprehensive Agreement for Youth Soccer & Multi-Sport Community Programming**  
**Submitted Pursuant to Fla. Stat. § 255.065 (Unsolicited Proposal / Qualifying Project)**

|                                  |                                                                                |
|----------------------------------|--------------------------------------------------------------------------------|
| <b>Proposer (Private Party):</b> | Fort Lauderdale Football Club, LLC d/b/a Fort Lauderdale United FC ("FTL UTD") |
| <b>Public Party:</b>             | City of Margate, Florida (the "City")                                          |
| <b>Statutory Basis:</b>          | Fla. Stat. § 255.065                                                           |

This Non-Binding Term Sheet (this "Term Sheet") summarizes the principal deal points proposed by FTL UTD for the City's consideration. It is intended solely as a basis for discussion and does not constitute an offer or create any binding obligation on either party. Binding rights and obligations will arise only upon the parties' execution of a definitive Comprehensive Agreement under Fla. Stat. § 255.065.

**1. Purpose** FTL UTD will operate and manage youth soccer and multi-sport community programming on City-owned facilities, in support of the City's existing recreational programs, co-branded as "Margate United FTL UTD."

**2. Term**

- **Initial Term:** Five (5) years.
- **Renewal:** Successive five (5) year renewal terms, automatically renewing unless either party provides written notice of non-renewal at least twelve (12) months prior to the expiration of the then-current term.
- **Termination:** Either party may terminate for convenience upon at least twelve (12) months' prior written notice, with such termination taking effect only at the end of the then-current program season to avoid interruption of any season in progress. If the City terminates for convenience, the City shall reimburse FTL UTD for the unamortized portion of any capital improvements or financial contributions made by FTL UTD to City facilities.
- **Target Launch:** August 1, 2026.

**3. Flag Football League — Exclusive License**

- Exclusive license to operate an organized youth flag football league.
- **Designated Fields:** Two (2) turf fields and One (1) Grass field.
- **Seasons:** One or more per year over the five (5) year term
- **Mini Tournaments:** Three (3) per year.

**4. Travel / Competitive Soccer Program**

- Authorization to operate a competitive/travel youth soccer program.
- Not seeking exclusive-provider status in Year 1; FTL UTD will compete on program quality.
- **Fields Required:** One (1) grass field and two (2) turf fields.
- **Right of First Refusal:** ROFR for use of the above fields, subordinate to the City's own programming needs. The City shall provide FTL UTD with at least fourteen (14) days' written notice before offering any of the designated fields to a third-party provider, and FTL UTD shall have seven (7) days to exercise its ROFR on the same terms. Detailed ROFR procedures to be set forth in the Comprehensive Agreement.

**5. Hours of Use & Scheduling**

- **Weekday Use:** Monday through Friday, 5:00 p.m. to 9:00 p.m.
- **Weekend Use:** FTL UTD will utilize the designated fields on Saturdays and Sundays from 8:00 a.m. to 8:00 p.m. (or such other hours as mutually agreed). In the event FTL UTD does not require the fields for specific weekends, FTL UTD will advise the City at least fourteen (14) days in advance.

- **Property Interest:** Lease of designated City fields and facilities; no ownership sought. The lease shall provide FTL UTD with exclusive possessory rights during its scheduled hours of use.
- **City Priority:** All scheduling is subject to the City's master calendar; however, once FTL UTD's time slots are confirmed, they shall not be displaced except upon at least thirty (30) days' prior written notice and reasonable accommodation of alternative dates/times. The City shall guarantee FTL UTD a minimum number of field hours per week, to be agreed upon in the Comprehensive Agreement.

#### 6. Field Maintenance

- **Field Maintenance:** FTL UTD will perform routine maintenance (mowing, lining, irrigation, and minor turf repair), at its expense and throughout the term, of the one (1) natural grass field designated for FTL UTD's use at Oriole Park (7055 NW 1st Street, Margate, FL 33063), commencing upon FTL UTD's use and occupancy of that field and excluding any pre-existing deficiencies documented in a baseline assessment. Major capital repairs (e.g., re-sodding, drainage, or irrigation system replacement) shall remain the City's responsibility.

#### 7. Margate Sports Complex Improvements (CRA Project)

- The City, through its Community Redevelopment Agency, plans to expand and renovate fields at the Margate Sports Complex (primarily baseball), with the opportunity to make them multipurpose by adding lines and areas for flag football and soccer practice.
- FTL UTD is open to discussing a financial contribution toward the cost of marking and adapting the fields for multipurpose use, in support of the project. As FTL UTD's contribution would represent a meaningful investment in City infrastructure, any such contribution would be subject to a separate written agreement specifying the amount, scope, and disbursement schedule, and conditioned on FTL UTD receiving (i) priority access to the improved fields when they are not in use for their primary purpose (i.e., baseball), including priority on open dates and scheduling, (ii) a corresponding commitment to a use term commensurate with the level of FTL UTD's contribution, which the parties anticipate would extend beyond the initial five (5) year term and successive five (5) year renewal terms otherwise set forth in this Term Sheet, and (iii) reimbursement on a pro-rata basis of any unamortized contribution if the agreement is terminated early by the City. Contribution amount / scope: to be discussed.

#### 8. City Website Access

- Access to the City website to post FTL UTD program and promotional information.

#### 9. Revenue Sharing to the City

- **Program Registration Fees: 15% of all registration revenue**
  - *Youth Competitive Soccer Program:* 15% of all registration revenue, up to a maximum of \$250 per player.
  - *Flag Football Program:* 15% of all registration revenue, up to a maximum of \$250 per player.
- **Tournaments & Youth Events:** 20% of net revenue (gross revenue less direct event costs including referees, permits, equipment, and staffing) from tournaments and youth events FTL UTD hosts in the City.

#### 10. FTL UTD Financial Commitments

- **Annual Field Fund:** Minimum \$100,000 per year, funded entirely by FTL UTD, for the maintenance, improvement, and development of Margate's fields and facilities, subject to proportional reduction if FTL UTD's access to the designated fields is materially curtailed by the City. All expenditures from the Annual Field Fund shall be mutually agreed upon by the parties and directed to facilities used by FTL UTD programs.
- **Scholarships:** FTL UTD commits to providing need-based scholarships each year, including up to a mutually agreed number of full Competitive Program scholarships for Margate children enrolled in the Free and Reduced Lunch program, with a total annual scholarship budget to be determined by FTL UTD

in consultation with the City. The number and criteria for scholarships will be set annually on the same basis.

- **No General Fund Cost:** All of FTL UTD's program operations, staffing, equipment, insurance, and marketing shall be borne entirely by FTL UTD. Facility-related costs controlled by the City (e.g., field lighting, utilities, and infrastructure) shall remain the City's responsibility.

**11. Fee Structure** The City's primary financial return takes the form of the Annual Field Fund, the scholarship commitment, the revenue sharing in Section 9, free community camps and clinics, and support for the City's existing programs. These commitments are made in lieu of a traditional lease or rental fee, and are contingent upon the City providing the field access, scheduling, and other commitments described in this Term Sheet.

**12. Program Fees**

- Resident fees will not exceed non-resident rates, and FTL UTD will give good-faith consideration to the City's recommendations regarding program fees; provided, however, that FTL UTD shall retain final authority over fee-setting to ensure program financial sustainability.

**13. Insurance & Compliance**

- The City will be named as Additional Insured on all applicable policies, with 30-day notice of cancellation.
- E-Verify compliance for all FTL UTD personnel pursuant to Fla. Stat. § 448.095.

**14. City Commitments Requested**

1. License/lease to designated fields (one grass, two turf) and the covered sports facility.
2. Exclusive license for flag football league operations (Section 3).
3. Right of first refusal for soccer field use (Section 4).
4. City website access (Section 8).
5. Coordination of the CRA Sports Complex improvements to include multipurpose lines and areas (Section 7).

**15. Non-Binding Effect** This Term Sheet is a non-binding summary of proposed deal points for discussion only and creates no legally binding obligation. Binding terms will arise only upon execution of a definitive Comprehensive Agreement under Fla. Stat. § 255.065.

**ACKNOWLEDGED FOR DISCUSSION PURPOSES:**

**FORT LAUDERDALE FOOTBALL CLUB, LLC d/b/a Fort Lauderdale United FC**

By: 

Name: Thomas A. Smith

Title: Founder & Chairman

Date: 06/15/2026