

UWF COMMUNITY MARITIME PARK USE AGREEMENT

THIS NON-EXCLUSIVE USE AGREEMENT ("Agreement") is made and entered into this ^{9th} day of September, 2014, by and among the UNIVERSITY OF WEST FLORIDA, for and on behalf of the University of West Florida Board of Trustees, a public body corporate ("UWF"), and COMMUNITY MARITIME PARK ASSOCIATES, INC., a Florida non-profit corporation ("CMPA").

WHEREAS, CMPA is the owner of the Vince J. Whibbs, Sr. Community Maritime Park, which is a multi-use, public-private development located on the waterfront in Pensacola, Florida (the "Community Maritime Park");

WHEREAS, the Community Maritime Park includes private development parcels, a multi-use stadium (the "Multi-Use Facility"), the Hunter Amphitheater (the "Amphitheater"), festival grounds (the "Festival Grounds"), exhibition grounds (the "Exhibition Grounds") and parking areas (the "Parking") which are all available for use by members of the public, private or public entities upon execution of a written use agreement with CMPA;

WHEREAS, UWF desires to use the non-leased private parcels, the Multi-Use Facility, the Amphitheater, the Festival Grounds and the Exhibition Grounds (the "UWF Use Area") for purposes related to UWF Football home games starting in the fall of 2016;

Now therefore with the intent to be legally bound by the contractual terms herein, UWF and the CMPA agree as follows:

1. Term and Termination. The "Term" of this Agreement shall commence on August 15, 2016 and shall continue for a period of two (2) years. UWF shall have the right to renew this Agreement for up to three (3) additional one (1) year terms, by giving written notice to CMPA of UWF's election to so renew, such notice to be given at least sixty (60) days prior to the expiration of the then existing term. Such renewal shall be on the same terms and conditions as are contained in this Agreement. Further renewal, if any, beyond the third optional renewal term shall be upon a new written use agreement, to be negotiated in full between the parties.

Either party shall have the right to elect to terminate this Agreement in the event of a breach of the terms or conditions herein, if the breach remains uncured for sixty (60) days after delivery of a written notice of the alleged breach to the breaching party. Upon termination, both parties retain all of their legal remedies against the other party.

Further, should UWF not go forward with the creation of a football program, and upon ninety (90) days written notice to CMPA, this Agreement may be terminated, effective as of the ninety first (91) day after delivery of the written notice. Upon effective delivery of the termination notice provided in this paragraph, neither party shall remain obligated to perform under this Agreement for the remaining Term of this Agreement. Upon such termination by UWF, both parties shall retain all of their legal remedies for the period of the Term which has occurred prior to termination.

It is expressly understood by all parties that should UWF construct facilities to host Home Football Games on the UWF campus, upon ninety (90) days written notice to CMPA, this Agreement may be terminated, effective as of the ninety first (91) day after delivery of the written notice. No refund of any fees contained herein shall be provided should UWF exercise the election to terminate as set forth in this clause. Upon such termination by UWF, both parties shall retain all of their legal remedies for the period of the Term which has occurred prior to termination.

All parties acknowledge that the CMPA has entered into a Multi-Use Facility Non-Exclusive Use Agreement dated July 20, 2011 with Northwest Florida Professional Baseball (“NFPB”) to play minor league baseball at the Multi-Use Facility (the “NFPB Use Agreement”). The NFPB Use Agreement details certain rights and responsibilities of CMPA and NFPB. UWF acknowledges and agrees that all UWF events, which use the Multi-Use Facility at the Community Maritime Park are Community Events as defined in the NFPB Use Agreement. However, insofar as the NFPB Use Agreement indicates that CMPA is entitled to revenue streams herein specified to accrue to UWF, this Agreement shall prevail as between CMPA and UWF, as UWF intends by execution of this agreement to obtain the use of space as herein described on the terms herein set forth.

2. Ownership. UWF shall not have any ownership or leasehold interest in any area of the Community Maritime Park. Notwithstanding the foregoing, UWF shall have the right, with prior written CMPA approval, to make improvements to the UWF Use Area, the subject of this Use Agreement that enhance UWF’s activities at the Community Maritime Park. It is understood that any improvements made by UWF shall become the property of the CMPA upon termination of this agreement.

3. Use of Maritime Park. (a) Use. UWF shall have the right to use the Multi-Use Facility, Amphitheater, Festival Grounds, Exhibition Grounds, Parking, and adjacent non-leased private development parcels, the UWF Use Areas, to exhibit, promote, schedule and play all UWF Football Home Games, including post season Home Games, if any. This right shall commence at 8:00 a.m. CST on Saturday Home Game days and shall terminate at 11:59 p.m. the same day. The right shall commence at 12:00 p.m. CST on Thursday Home Game days and shall terminate at 11:59 p.m. the same day, with the exception of the parking lot, which will not be available until 5:30 p.m. CST. UWF may elect to have other UWF events at the Community Maritime Park on Home Game Days at UWF’s sole discretion and UWF acknowledges that CMPA has advised that such events shall also be Community Events as defined in the NFPB Use Agreement.

Further, UWF shall have access to the Multi-Use Facility for six (6) hours the day prior to all home games for the purpose of team walk-through, team meals, UWF Football Sponsor events, and other pre-game activities. UWF will coordinate these activities with the CITY, CMPA and NFPB to ensure there are no scheduling conflicts. UWF acknowledges that CMPA has advised that such UWF events are Community Events as defined in the NFPB Use Agreement.

(b) Scheduling of UWF Home Games. In cooperation with the City of Pensacola (“CITY”), CMPA and NFPB, UWF shall schedule all UWF Home Games in such a manner as to not conflict with any scheduled NFPB home baseball game. In the event of a conflict, the NFPB home game shall prevail. It is expressly understood by all parties that UWF Home Games, in general, will be held at the Community Maritime Park following the conclusion of NFPB’s regular and post season, if any. All parties agree to utilize the best efforts to schedule the 2016 Inaugural UWF Football Game at the Community Maritime Park. Following the conclusion of the NFBP season, UWF Saturday Home Games shall supersede any other event; however, UWF Thursday Home Games shall supersede only nonscheduled events and events requested to be scheduled for a particular date after Thursday Home Games are scheduled for such date.

UWF Home Games will generally be held on Saturdays. Certain Home Games may be held on Thursdays. If the opportunity arises for a Thursday Home Game, UWF will contact the CMPA, CITY and NFPB prior to accepting the opportunity to ensure availability of the Community Maritime Park. In the event a Saturday Home Game must be rescheduled to Thursday, all parties agree to utilize their best efforts to accommodate the request. However, availability of the Community Maritime Park in the event of rescheduling a scheduled Saturday game to Thursday is not guaranteed.

As soon as the UWF home game schedule is prepared, UWF shall submit the schedule to CMPA, the CITY and the NFPB.

4. Use Fee, Surcharge and Concessions. (a) Use Fee. UWF shall pay CMPA a use fee during the Term in the amount equal to the sum of (i) five thousand and 00/100 Dollars (\$5,000.00) per Home Game (the "Use Fee"). The Use Fee shall be payable in three (3) equal monthly installments on the first day of September, October, and November during each calendar year, with the first such payment being due on September 1, 2016. For post season games or any games in December, UWF shall pay the Use Fee on a per game basis. UWF shall pay sales and use taxes applicable to the Use Fee, if any.

(b) Ticket Sales Surcharge. UWF shall also pay CMPA during the Term a surcharge of one dollar (\$1.00) per ticket sold for all UWF events at the Community Maritime Park, excluding the following: (a) all tickets sold for regular or post-season games to active duty military and their families; (b) youth under the age of 12; (c) all tickets provided to UWF students free of charge; and (d) complimentary tickets given away by UWF. The Ticket Sales Surcharge shall be paid to CMPA within thirty (30) days after the last Home Game of the UWF football season. The Ticket Sales Surcharge may, in UWF's discretion, be separately charged and identified on each ticket as a "surcharge," "facilities surcharge," or other identifying language. UWF shall provide attendance and ticket sales reports to CMPA monthly.

(c) Concessions Fee. UWF will enter into a written contract with NFPB directly for concession services as detailed in Section 16. As a part of its written contract with NFPB, UWF shall require NFPB to pay directly to CMPA twenty (20) percent of the gross revenue collected from all food and beverage (including alcohol) concession sales ("Concession Sales") (after deduction of sales taxes) inside the Multi-Use Facility during UWF's use of the Community Maritime Park (the "Concessions Fee"). All UWF events in the Multi-Use Facility are Community Events as defined in the NFPB Use Agreement. As a part of the written agreement with NFPB, UWF shall require NFPB to pay the Concessions Fee to CMPA within thirty (30) days after the end of each UWF football season played at Maritime Park. In addition, UWF shall require NFPB to provide monthly Concession sales reports to CMPA.

5. Accounting, Audit and Inspection. UWF shall keep accurate records and accounts in accordance with the terms and conditions of this Agreement. CMPA may cause, upon reasonable notice, an audit to be made of the records and accounts as such records and accounts relate to the calculation of the amounts payable to CMPA.

6. Parking. UWF shall have the right to use the Parking in designated spaces during all Home Games and retain any and all revenue generated therein. UWF may provide parking services directly or contract with the CITY to provide parking services. For any Thursday Home Game, the parking facilities at the Maritime Park are not available until 5:30 p.m. CST.

No vehicles may be parked on grass areas, walkways, promenades, or at the loading docks during

Game Days, without the express written permission from CMPA.

7. Revenue Streams. Notwithstanding anything in the NFPB Use Agreement to the contrary, UWF shall retain any and all other revenue streams that may be generated through its use of the UWF Use Area hereunder, including, but not limited to: ticket sales and entry fees (except for the Ticket Sales Surcharge detailed in Section 4(b)), media rights, advertising, signage, media rights, concessions (excluding the CMPA share of concessions detailed in Section 4(c)), parking, merchandising, etc.)

8. Advertising/Signage. All advertising/signage utilized by UWF shall be of a non-permanent nature and removed after each Home Game to allow for other activities. It is expressly understood and agreed that NFPB retains certain advertising rights at the Multi-Use Facility year round and should be consulted by UWF prior to entering into any advertising or signage agreement.

UWF agrees that no signage and/or advertising used at the Maritime Park shall advertise, promote, contain, depict or suggest illegal activity, sexually suggestive conduct and/or obscene or pornographic materials, or otherwise be inconsistent with the best interests of the residents of the City as reasonably determined by CMPA. All signage utilized by UWF at the Maritime Park must conform to all state and local laws and ordinances.

9. Naming Rights. If naming rights are sold by NFPB and the CMPA, UWF agrees to utilize the name of the purchasing sponsor in all promotional materials. Until such time as the rights are sold, UWF shall utilize "Vince Whibbs, Sr. Community Maritime Park" or "Vince Whibbs, Sr. Community Maritime Park Stadium" in all promotional material. UWF also agrees to identify the CMPA and CITY as partners and utilize each logo in all promotional materials.

10. Equipment. UWF shall at its cost and expense provide goal posts, field goal catch-nets and end-zone play clocks as per NCAA requirements, provided that the University will receive credit for such expenditure by offset against Use Fees for the stadium otherwise due hereunder in a corresponding amount up to \$30,000. All other necessary equipment, including, but not limited to, additional temporary seating shall be provided by UWF. In the event that this Agreement is terminated, as provided in Paragraph 1 above, prior to the occurrence of at least six (6) UWF Home games at the Community Maritime Park, UWF shall not receive any remaining credit as provided in this paragraph towards Use Fees or other payments or obligations herein.

11. Utilities. CMPA shall provide or cause to be provided to the Community Maritime Park all utilities necessary for UWF's use of the facilities.

It is expressly understood by all parties that the Multi-Use Facility's field lighting is designed and configured to standards required for professional baseball. Any adjustment to the field lighting will be carried out by UWF or its authorized agents as necessary, with prior CMPA and NFPB approval. The field lighting will be returned to CMPA at the conclusion of each football season in the same configuration as it was provided to UWF at no cost to the CMPA. Any additional temporary lighting required by NCAA regulations for football shall be provided by UWF at UWF's sole cost and expense.

12. Maintenance and repair of the Facilities. Except for playing field area, the facilities shall be returned to the CMPA following every Home Game in the same condition as provided to UWF. Trash pick-up and disposal outside the stadium following each Home Game is the sole responsibility of UWF.

Cleaning, maintenance and repair services may be provided directly by UWF or contracted through NFPB. Missing property, damage or breakage at the Community Maritime Park occurring or caused during or as a result of UWF use will be the responsibility of UWF.

Staking of tents, inflatables or other equipment is not allowed at the Maritime Park. Permanent anchors have been installed in various locations, which can be provided upon request.

UWF shall not affix any signs or objects on any roof or any portion of the exterior of any facility at the park; make any changes to or paint the exterior of any facility; install any exterior lighting, paintings, signs, or displays; install any sign or display on fences, sidewalks, parking lots, or driveways without the written permission of CMPA.

Prior to the first home game of each season, representatives from the CMPA, CITY, NFPB and UWF shall conduct a preseason inspection of the Multi-Use Facility, the playing field in the stadium, the Amphitheater, the Exhibition Grounds, the Festival Grounds, and the Parking. The purpose of this walk through is to identify the current state of repair of the Community Maritime Park facilities prior to commencement of UWF events at the Community Maritime Park. Video documentation of the inspection and findings is encouraged, but not required. The CMPA, CITY, NFPB and UWF shall sign a written statement acknowledging the current condition of all facilities at the Community Maritime Park prior to any UWF event for each year of the Term. Any findings of damage or disrepair during this inspection will not be the responsibility of UWF. Within thirty (30) days after the conclusion of the UWF football season, representatives from the CMPA, CITY, NFPB and UWF shall conduct a post-season inspection of the Multi-Use Facility, playing field and surrounding grounds. The purpose of this inspection is to identify any damage or disrepair that occurred during the football season as a result of UWF's use of the Community Maritime Park. As a part of the written agreement between NFPB and UWF, following this annual inspection, UWF and NFPB shall provide to CMPA and CITY estoppel letters indicating that CMPA and CITY will not be held responsible for any damage, maintenance requirements or disrepair that occurred as a result of UWF's use of the Community Maritime Park. It is expressly understood by the CMPA, CITY, NFPB and UWF that the CMPA, CITY, NFPB and others may undertake events at the Multi-Use Facility, on the playing field, and on the surrounding grounds during football season, provided that such parties will be required to return the facilities in the same condition as received. All parties agree to document the condition of the facilities following each of such events. UWF shall not be held responsible for documented damage or disrepair occurring during the football season by non-UWF events.

13. Field Maintenance. UWF shall make every attempt and use every precaution to protect the field turf at all times under the supervision of NFPB's Head Grounds Keeper. UWF shall only utilize a field crew approved by NFPB for preparation and maintenance of the playing field under separate agreement. UWF shall provide all necessary field and grounds crews at its expense.

UWF has the right, but not the obligation, to fill in the infield baseball diamond and mound with turf, if so desired, under the supervision of NFPB's head Grounds Keeper. At the conclusion of each football season, UWF shall return the playing field to CMPA in substantially the same condition and state (baseball configuration) as it was provided to UWF. UWF agrees that its obligation to maintain and repair the playing field at the Multi-Use Facility is subject to all terms provided in Paragraph 12 above. In the event of any dispute regarding the condition of the playing surface as returned to NFPB by UWF, the parties agree to retain and utilize the Jerry Pate Company to evaluate and ascertain the suitability of the playing surface for minor league baseball and for the Jerry Pate Company to aid in resolving any disputes between the parties as to quality of the playing surface and responsibility for

necessary repairs or remediation.

14. Security, Traffic Control and EMS. UWF shall provide security, traffic control and Emergency Medical Services at the Community Maritime Park for UWF events held there. UWF shall contract with the CITY to provide security and traffic control services. UWF may, upon written approval of the CITY, provide security services directly, utilizing sworn law enforcement officers, if such officers have full authority and jurisdiction within the City Limits.

15. Tickets. NFPB has the exclusive right to provide on-site ticketing services and operate the ticket office for all events at the Multi-Use Facility. UWF shall pay NFPB for the costs associated with on-site ticketing for Home Games through the separate written agreement between NFPB and UWF. UWF agrees that in its contract with NFPB that it will provide that the Ticket Sales Surcharge set forth in Paragraph 4b above shall be paid to CMPA as provided in Paragraph 4 herein.

16. Concessions. UWF acknowledges and agrees that NFPB holds exclusive rights to food and beverage (including alcoholic and non-alcoholic drinks) concession sales at all events held inside the Multi-Use Facility, subject to the terms of the NFPB Use Agreement. However, UWF acknowledges and agrees that all UWF events held in the Multi-Use Facility of the Community Maritime Park are Community Events as defined in the NFPB Use Agreement.

UWF hereby acknowledges that all staff, students, volunteers, agents, and participants associated with UWF Home Games are prohibited from bringing any food, beverage, alcohol, beverage containers, or other food stuffs inside the stadium. However, this prohibition does not apply to water and sports drinks provided to coaches, trainers and student athletes during games and pre-game activities.

If UWF chooses to allow food vendors outside of the stadium, all food vendors that prepare foods with an open flame are required to have on site two (2) 10 lb. ABC fire extinguishers. If hot oil or grease is to be used in food preparation, one (1) 10 lb. 40BC fire extinguisher is required. Food vendor tents and their extinguishers will be inspected by the Fire Department prior to event start. If cooking oils or charcoal are used, all waste products must be properly disposed of. Outside food vendors may not pour used oils down the drainage systems. Outside food vendors may not pour hot coals on the grass. UWF will be charged a fee for damage to grass or other surfaces damaged by grease, oil, or hot coals. Vendors using extension cords must insure that they are outdoor heavy duty 13-15 amp cords are in good working condition, (not frayed or repaired) and must be secured to prevent tripping.

Food vendors will comply with all laws of the United States, the State of Florida, City of Pensacola, Police and Fire Departments, or any other applicable laws, codes, and regulations. Vendors should display both a City of Pensacola business tax receipt and a state license.

17. Merchandise Sales. UWF may provide directly for the sale of merchandise at the Community Maritime Park or may contract with NFPB to provide services.

18. Usher, Hospitality, Restroom Attendants, A/V/Scoreboard and other staff. UWF may provide directly the staff necessary to safely, effectively and efficiently carry out the operations on Game Days or may contract with NFPB to provide such services.

19. Emergency Cancellation. In case of emergency or for reasons beyond the CMPA's, CITY's or UWF's control, the CMPA and the CITY reserve the right to cancel or reschedule a Home Game prior to scheduled use without liability. Examples of such instances include but are not limited to: severe

weather, fire, damage/destruction of the facility, local/state/national state of emergency. Refund of the Use Fee only will be made if cancellation is necessary.

20. Insurance and Liability.

UWF, as a state of Florida public body corporate, maintains general liability coverage pursuant to the provisions and limitations of Chapter 284, Part II, and Section 768.28, Florida Statutes. UWF shall assume any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UWF officers, employees, and agents while acting within the scope of their employment or agency with UWF and made during UWF's permitted use of Maritime Park as outlined in Section 3 above. UWF shall, upon request, submit certificates of insurance to CMPA evidencing such insurance at the time of the execution of this Agreement, and at any renewals thereafter.

UWF and CMPA agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes. However, CMPA and UWF acknowledge and agree that solely as between CMPA and UWF, the signing parties have full and complete legal authority to bind UWF and CMPA to the contractual terms contained herein. CMPA and UWF expressly deny that this Agreement creates any rights to any third party who may claim to be a third party beneficiary hereto.

UWF agrees to require all vendors allowed by UWF outside of the Multi-Use Facility to obtain and maintain commercial general liability insurance for the vendor's activities. Required minimum limits of insurance are \$1,000,000 per occurrence and in the aggregate. Fire legal liability, if applicable, must have minimum limits of \$100,000 per occurrence. UWF agrees to maintain on file current certificates of insurance evidencing the required coverage from each vendor utilized by UWF under this Agreement. The certificates must list all the Home Games for which the vendor is providing services. The City of Pensacola, NFPB, and the CMPA must be listed as additional insureds.

UWF agrees to maintain participant accident insurance that meets or exceeds the minimum coverage and limits required by NCAA regulations.

Liquor Liability

If alcohol is being sold, given away or furnished, UWF shall require NFPB or the vendor providing the liquor service to maintain Liquor Liability or Host Liquor Liability Insurance (as applicable) with minimum limits of \$1,000,000 each common cause and in aggregate. The City of Pensacola and the CMPA must be listed as an "additional insureds". UWF shall maintain on file a copy of the vendor's current certificate of insurance evidencing the required coverage.

UWF shall provide copies of any or all certificates of insurance required under this Agreement to CMPA.

21. Rigging System/Sound and Lights. UWF is responsible for providing all sound, light, and backline equipment for any UWF event at the amphitheater, festival grounds or other area outside the stadium during Game Days and all associated costs.

22. Accessibility. UWF shall make Game Days accessible to people with disabilities to the greatest

extent possible in compliance with the requirements of the Americans with Disabilities Act (ADA).

For activities conducted directly by or authorized by UWF outside of the Multi-Use Facility, UWF shall provide portable bathrooms facilities, five percent (5%) of the total number of portable bathroom facilities and at least one in each grouping of the facilities must be accessible to people with disabilities.

Accessible parking is provided and available at the Maritime Park. UWF must honor those spaces and follow applicable Florida law in selling or assigning of those spaces.

23. Governing Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties hereby submit to the jurisdiction of the United States District Court for the Northern District of Florida or of any Florida state court sitting in Escambia County, Florida, for the purposes of all legal proceedings arising out of or relating to this Agreement and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

24. Election by CMPA Not Exclusive. The exercise by CMPA of any right or remedy to collect fees or enforce its rights under this Agreement will not be a waiver or preclude the exercise of any other right or remedy afforded CMPA by this Agreement or by statute or law. The failure of CMPA in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Agreement or to exercise any remedy, privilege, or option conferred by this Agreement on or reserved to CMPA shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option, or remedy; that right shall continue in full force and effect. The receipt by CMPA of fees or any other payment or part of payment required to be made by UWF shall not act to waive any other additional fee or payment then due. Even with the knowledge of the breach of any covenant or condition of this Agreement, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by CMPA of any of the provisions of this Agreement, or any of CMPA's rights, remedies, privileges, or options under this Agreement, will be deemed to have been made unless made by CMPA in writing.

25. Addresses for Payments and Notices. Fee payments and notices to the parties shall be mailed or hand delivered to the address set forth below, unless CMPA advises UWF differently in writing.

(a) If to CMPA:

Community Maritime Park Associates, Inc.
Attention: Edward E. Spears - Executive Director
222 W. Main Street
Pensacola, Florida 32502

with a copy to:

Lisa S. Minshew, Esq.
CMPA Attorney
Lisa S. Minshew, P.A.
433 E. Government St.
Pensacola, Florida 32503

(b) If to UWF:

UWF Intercollegiate Athletics, Bldg. 54, Room 154
11000 University Parkway
Pensacola, FL 32514

with a copy to:

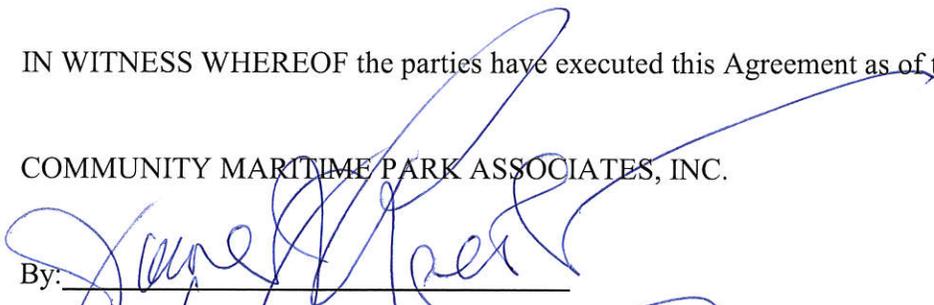
Office of the General Counsel, Bldg. 10, Room 114
11000 University Parkway
Pensacola, FL 32514

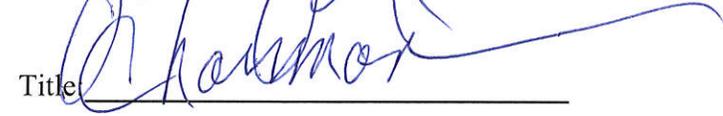
26. Non-Discrimination. UWF and its staff, agents, or volunteers shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee, or customer because of sex, age, race, color, religion, ancestry, national origin, sexual orientation, or disability.

SIGNATURE PAGE FOLLOWS

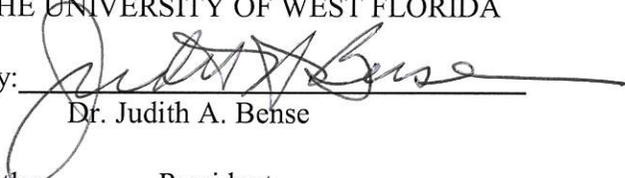
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first given above.

COMMUNITY MARITIME PARK ASSOCIATES, INC.

By: 

Title: 

THE UNIVERSITY OF WEST FLORIDA

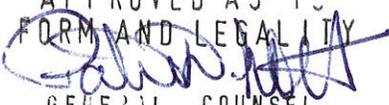
By: 

Dr. Judith A. Bense

Title: President

By: 

Dave Scott
Athletic Director

APPROVED AS TO
FORM AND LEGALITY

GENERAL COUNSEL

*SIGNATURE PAGE TO MARITIME PARK USE AGREEMENT BETWEEN
THE COMMUNITY MARITIME PARK ASSOCIATES, INC. AND THE UNIVERSITY OF WEST FLORIDA*