

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

ENOCK PLANCHER, as Personal
Representative of the ESTATE OF
ERECK MICHAEL PLANCHER, II,
Deceased,

Plaintiff,

Case No.:

v.

Div.:

UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES and UCF
ATHLETICS ASSOCIATION,
INC., a Florida corporation,

Defendants.

COMPLAINT

COMES NOW, the Plaintiff, ENOCK PLANCHER, as Personal Representative for the ESTATE OF ERECK MICHAEL PLANCHER, II, Deceased, and sues the Defendants, UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES and UCF ATHLETICS ASSOCIATION, INC. (collectively "Defendants"), and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of \$15,000, not including interest, costs, and attorney's fees.
2. Plaintiff, ENOCK PLANCHER, is the duly appointed Personal Representative of the ESTATE OF ERECK MICHAEL PLANCHER, II, Deceased, having been so appointed by the Probate Division of the Circuit Court for Collier County, Florida, Case No. 08-535-CP. A copy of the Letters of Administration is attached hereto as Exhibit "A".

3. The Decedent, ERECK PLANCHER, was the son of ENOCK PLANCHER and GISELLE PLANCHER.

4. Pursuant to Florida's Wrongful Death Act, the survivors of ERECK PLANCHER and their relationship to the Decedent are as follows:

A. ENOCK PLANCHER, surviving father; and

B. GISELLE PLANCHER, surviving mother.

5. The UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES ("UCF BOARD") is the governing public body for UNIVERSITY OF CENTRAL FLORIDA located in Orlando, Orange County, Florida.

6. Defendant, UCF ATHLETICS ASSOCIATION, INC. ("UCFAA"), is a Florida corporation operating in Orlando, Orange County, Florida.

7. UNIVERSITY OF CENTRAL FLORIDA is a public university existing under the laws of the State of Florida and is located in Orlando, Orange County, Florida, which at all times relevant, through UCF BOARD, organized and operated, either directly, or through its agent, UCFAA, a National Collegiate Athletic Association ("NCAA") football team commonly known as the UCF Knights.

8. At all times material, the Decedent, ERECK PLANCHER, was a student at UNIVERSITY OF CENTRAL FLORIDA and a member of the UCF Knights football team.

9. The Plaintiff has complied with the notice provision contained in Florida Statute 768.28(6), a copy of which is attached hereto as Exhibit "B."

10. At all times relevant to the allegations contained herein, and more particularly on or about March 18, 2008, the Defendant, UCF BOARD, governed, operated, controlled, and/or managed UNIVERSITY OF CENTRAL FLORIDA, in Orlando, Florida. As part of those

operations, the Defendant, UCF BOARD, provided for, managed, and organized athletic teams, including the UCF Knights football team, of which Decedent, ERECK PLANCHER, was a member at all times relevant to the allegations of this Complaint.

11. On or about July 1, 2005, UNIVERSITY OF CENTRAL FLORIDA, on behalf of UCF BOARD, entered into an Intercollegiate Athletics Services Agreement (“UCF Agreement”) with UCFAA wherein UCFAA undertook the duty to, among other things:

- A. Employ coaches and staff members;
- B. Recruit and maintain student-athletes for UNIVERSITY OF CENTRAL FLORIDA; and
- C. Coordinate and oversee all aspects of team functions.

A copy of the UCF Agreement is attached hereto as Exhibit “C.”

12. At all times relevant to the allegations contained herein, and more particularly on or about March 18, 2008, the Defendants, UCF BOARD and UCFAA, were in control of and maintained the Nicholson Fieldhouse located on the campus of UNIVERSITY OF CENTRAL FLORIDA, located in Orlando, Orange County, Florida.

COUNT ONE - UCFAA

13. Plaintiff realleges paragraphs 1 through 12 above.

14. On March 18, 2008, ERECK PLANCHER was a member of the UCF Knights football team participating in what is commonly referred to as “mat drills.” “Mat drills” are conditioning drills that include agility drills, cone drills, sprints, and gassers and are conducted by UCFAA on behalf of the UCF BOARD, by its coaches and trainers, during the off-season every year.

15. Upon information and belief, Coach George O'Leary, all assistant coaches, and trainers involved with the UCF Knights football team are employed and/or are volunteers with UCFAA.

16. At all relevant times, as a member of the UCF Knights football team, the Decedent, ERECK PLANCHER, was under the direction and supervision of the Defendants, their agents, employees, and officers, known and unknown.

17. The "mat drills" consist of a workout that includes weight training, conditioning, agility drills, cone drills, sprints, and gassers that are extremely intense wherein coaches and trainers push many of the UCF football team's members beyond the point of exhaustion.

18. During the course of the "mat drills," ERECK PLANCHER experienced exhaustion, dizziness, shortness of breath, loss of balance resulting in a collapse, inability to verbally respond to questions, and other signs of extreme fatigue that were ignored by trainers and/or coaches of the UCFAA. The coaches'/trainers' response to ERECK PLANCHER's deteriorating condition was to make him stand up and complete the drills.

19. Coaches and trainers observed ERECK PLANCHER experiencing exhaustion, dizziness, shortness of breath, loss of balance resulting in a collapse, inability to verbally respond to questions, and other signs of extreme fatigue, but notwithstanding his condition, the coaches/trainers kept pushing him to finish the "mat drills."

20. At the conclusion of the "mat drills" that were directed and supervised by UCFAA, ERECK PLANCHER collapsed a second time and died.

21. The Defendant, UCFAA, owed a duty to its football players, including ERECK PLANCHER, to develop, plan, and execute a conditioning program that was reasonably safe and that would not endanger the lives of its players. The Defendant, UCFAA, breached this duty by:

- A. Failing to provide the players, specifically, ERECK PLANCHER, with proper access to water and other fluids during the “mat drills;”
- B. Failing to provide sufficient rest periods during these exercises;
- C. Demanding that players, while exhibiting physical distress, continue with the drills;
- D. Failing to provide adequate medical and emergency personnel and adequate medical equipment during the “mat drills;”
- E. Failing to provide proper supervisors during the “mat drills” who should recognize when a player is in physical distress;
- F. Negligently organizing and executing the mandatory “mat drills;”
- G. Failing to call for appropriate emergency assistance in a timely manner;
- H. Failure of the training staff to appropriately administer medical assistance to ERECK PLANCHER in a timely manner;
- I. Failing to maintain an adequate emergency plan pursuant to NCAA guidelines;
- J. Failing to provide its players with known sickle cell trait with proper access to water and other fluids pursuant to NCAA guidelines;
- K. Failing to identify symptoms of overexertion in players with known sickle cell trait, thereby allowing such athletes to continue in potentially lethal conditioning exercises; and
- L. Failing to properly monitor known sickle cell trait athletes during extreme conditioning drills.

22. As a direct and proximate result of the negligent and careless acts and omissions of the Defendants’ agents, servants, and employees, ERECK PLANCHER was placed under unreasonable physical distress and died.

23. As a direct and proximate result of the negligence of UCFAA as alleged herein, which resulted in the death of ERECK PLANCHER, Decedent's father, ENOCK PLANCHER, has in the past, and will in the future, suffer the loss of support and services of his son, mental pain and suffering since the date of his son's death, and medical and funeral expenses.

24. As a direct and proximate result of the negligence of UCFAA as alleged herein which resulted in the death of ERECK PLANCHER, Decedent's mother, GISELLE PLANCHER, has in the past, and will in the future, suffer the loss of support and services of her son, and mental pain and suffering since the date of her son's death, and medical and funeral expenses.

25. As a direct and proximate result of the negligence of UCFAA as alleged herein which resulted in the death of ERECK PLANCHER, the ESTATE OF ERECK MICHAEL PLANCHER, II has sustained medical and funeral bills.

WHEREFORE, the Plaintiff, ENOCK PLANCHER, as Personal Representative for the ESTATE OF ERECK MICHAEL PLANCHER, II, hereby demands judgment for damages against Defendant, UCF ATHLETICS ASSOCIATION, INC., as well as all other relief this Court deems just and proper.

COUNT TWO - UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

26. Plaintiff realleges paragraphs 1 through 12 above.

27. On March 18, 2008, ERECK PLANCHER was a member of the UCF Knights football team participating in what is commonly referred to as "mat drills." "Mat drills" are conditioning drills that include agility drills, cone drills, sprints, and gassers and are conducted by UCFAA on behalf of UCF BOARD, by its coaches and trainers, during the off-season every year.

28. At all relevant times, as a member of the UCF Knights football team, the Decedent, ERECK PLANCHER, was under the direction and supervision of the Defendants, their agents, employees, and officers, known and unknown.

29. The “mat drills” consist of a workout that includes weight training, conditioning, agility drills, cone drills, sprints, and gassers that are extremely intense, wherein coaches and trainers push many of the UCF football team’s members beyond the point of exhaustion.

30. During the course of the “mat drills,” ERECK PLANCHER experienced exhaustion, dizziness, shortness of breath, loss of balance resulting in a collapse, inability to verbally respond to questions, and other signs of extreme fatigue that were ignored by trainers and/or coaches of the UCFAA. The coaches’/trainers’ response to ERECK PLANCHER’s deteriorating condition was to make him stand up and complete the drills.

31. Coaches and trainers observed ERECK PLANCHER experiencing exhaustion, dizziness, shortness of breath, loss of balance resulting in a collapse, inability to verbally respond to questions, and other signs of extreme fatigue, but notwithstanding his condition, the coaches/trainers kept pushing him to finish the “mat drills.”

32. At the conclusion of the “mat drills” that were directed and supervised by UCFAA on behalf of UCF BOARD, ERECK PLANCHER collapsed a second time and died.

33. The Defendant, UCF BOARD, owed a duty to its football players, including ERECK PLANCHER, to develop, plan, and execute a conditioning program that was reasonably safe and that would not endanger the lives of its players. The Defendant, UCF BOARD, breached this duty by:

A. Failing to provide the players, specifically, ERECK PLANCHER, with proper access to water and other fluids during the “mat drills;”

B. Failing to provide sufficient rest periods during these exercises;

C. Demanding that players, while exhibiting physical distress, continue with the drills;

D. Failing to provide adequate medical and emergency personnel and adequate medical equipment during the “mat drills;”

E. Failing to provide proper supervisors during the “mat drills” who should recognize when a player is in physical distress;

F. Negligently organizing and executing the mandatory “mat drills;”

G. Failing to call for appropriate emergency assistance in a timely manner;

H. Failure of the training staff to appropriately administer medical assistance to ERECK PLANCHER in a timely manner;

I. Failing to maintain an adequate emergency plan pursuant to NCAA guidelines;

J. Failing to provide its players with known sickle cell trait with proper access to water and other fluids pursuant to NCAA guidelines;

K. Failing to identify symptoms of overexertion in players with known sickle cell trait, thereby allowing such athletes to continue in potentially lethal conditioning exercises; and

L. Failing to properly monitor known sickle cell trait athletes during extreme conditioning drills.

34. As a direct and proximate result of the negligent and careless acts and omissions of the Defendants’ agents, servants, and employees, ERECK PLANCHER was placed under unreasonable physical distress and died.

35. As a direct and proximate result of the negligence of UCFAA as alleged herein, which resulted in the death of ERECK PLANCHER, Decedent’s father, ENOCK PLANCHER, has in the

past, and will in the future, suffer the loss of support and services of his son, mental pain and suffering since the date of his son's death, and medical and funeral expenses.

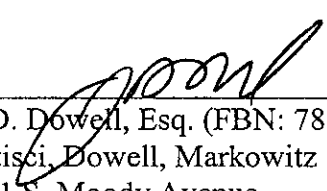
36. As a direct and proximate result of the negligence of UCFAA as alleged herein which resulted in the death of ERECK PLANCHER, Decedent's mother, GISELLE PLANCHER, has in the past, and will in the future, suffer the loss of support and services of her son, and mental pain and suffering since the date of her son's death, and medical and funeral expenses.

37. As a direct and proximate result of the negligence of UCFAA as alleged herein which resulted in the death of ERECK PLANCHER, the ESTATE OF ERECK MICHAEL PLANCHER, II has sustained medical and funeral bills.

WHEREFORE, the Plaintiff, ENOCK PLANCHER, as Personal Representative for the ESTATE OF ERECK MICHAEL PLANCHER, II, hereby demands judgment for damages against Defendant, UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, as well as all other relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable in this case.



J.D. Dowell, Esq. (FBN: 789720)
Pitisci, Dowell, Markowitz & Murphy
101 S. Moody Avenue
Tampa, FL 33609
Phone: (813) 228-9233
Fax: (813) 229-5979
Attorney for Plaintiff

Date: 3/12/09

IN THE CIRCUIT COURT FOR COLLIER COUNTY,
FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

File No. 08-535-CP

ERECK MICHAEL PLANCHER, II

Division A

Deceased.

LETTERS OF ADMINISTRATION
(single personal representative)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, ERECK MICHAEL PLANCHER, II, a resident of Collier County, Florida, died on March 18, 2008, owning assets in the State of Florida, and

WHEREAS, ENOCK PLANCHER has been appointed Personal Representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare ENOCK PLANCHER duly qualified under the laws of the State of Florida to act as Personal Representative of the estate of ERECK MICHAEL PLANCHER, II, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

Ordered on May 28, 2008.

[Signature]
Circuit Judge

I, Dwight E. Brock, Clerk of Courts in and for Collier County, do hereby certify that the above instrument is a true and correct copy of the original which is on file in my office in the Courthouse in Naples, Collier County, Florida, and is full force and effect this date.

Witness under my hand and seal this
29 Day of May 2008
DWAYNE E. BROCK, CLERK
By [Signature]
Deputy Clerk

COLLIER COUNTY, FLORIDA
2008 MAY 28 PM 2:57
CLERK OF COURTS

D. Dugan
Filed in Computer

tabbier
EXHIBIT
"A"

IN THE CIRCUIT COURT FOR COLLIER COUNTY,
FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

File No. 08 - S35 - CP

ERECK MICHAEL PLANCHER, II

Division A

Deceased.

COPY

FILED
2008 MAY 28 PM 2:57
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

ORDER APPOINTING PERSONAL REPRESENTATIVE
(intestate -- single)

On the petition of ENOCK PLANCHER for administration of the estate of ERECK MICHAEL PLANCHER, II, deceased, the Court finding that the decedent died on March 18, 2008; and that ENOCK PLANCHER is entitled to appointment as Personal Representative by reason of he is the father of the decedent, and is qualified to be Personal Representative, it is

ADJUDGED that ENOCK PLANCHER is appointed Personal Representative of the estate of the decedent, and that upon taking the prescribed oath, filing the designation and acceptance of resident agent, and entering into bond in the sum of 0, letters of administration shall be issued.

ORDERED on May 28, 2008.

/s/ LAWRENCE D. MARTIN

Circuit Judge

D. LEE PITISCI ■ J.D. DOWELL ■ HOWARD P. MARKOWITZ ■ JEFFREY D. MURPHY

August 1, 2008

NOTICE OF CLAIM PURSUANT TO FLA. STAT. § 768.28(6)

Chairman, Board of Trustees
University of Central Florida
4000 Central Florida Boulevard
Orlando, FL 32816

BY CERTIFIED MAIL
RECEIPT 7007 2680 0000 0567 9771

Alex Sink, Chief Financial Officer
Florida Department of Financial Services
200 E. Gaines Street
Tallahassee, FL 32399-0300

BY CERTIFIED MAIL
RECEIPT 7007 2680 0000 0567 9788

Re: Enoch Plancher, as Parent and Personal Representative of the
Estate of Ereck Plancher - Claimant

Dear Messrs.:

Please be advised that this law firm represents Enoch Plancher, as Parent and Personal Representative of the Estate of Ereck Plancher, hereinafter referred to as "Claimant." Ereck Plancher is survived by his natural parents, Enoch and Giselle Plancher. This letter serves as our Notice of Claim pursuant to Florida Statute § 768.28(6). The claims are being asserted against University of Central Florida Board of Trustees and University of Central Florida pursuant to the Florida Wrongful Death Act. The claims include, but are not limited to, the following allegations:

1. That on or about March 18, 2008, Ereck Plancher was performing a workout that included weight training, conditioning, and agility drills as a member of the University of Central Florida football team.
2. While participating in those drills, Ereck Plancher was over-exerted, collapsed and subsequently died. While participating in these drills, Ereck Plancher experienced exhaustion, dizziness, shortness of breath, and other signs of extreme fatigue that were ignored by trainers and/or coaches of the University of Central Florida.

EXHIBIT

"B"

Chairman, Board of Trustees
University of Central Florida

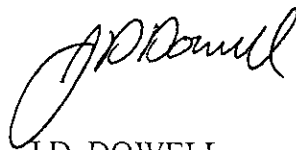
Alex Sink, Chief Financial Officer
Florida Department of Financial Services

August 1, 2008
Page 2 of 2

3. As a direct and proximate result of University of Central Florida's negligence, Ereck Plancher collapsed and died.

Please be advised that Enoch Plancher, as Personal Representative for the Estate of Ereck Plancher, intends to pursue all claims and damages entitled to the survivors and the Estate pursuant to the Florida Wrongful Death Act.

Sincerely,



J.D. DOWELL

JDD/dbg

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chairman, Board of Trustees
University of Central Florida
4000 Central Florida Boulevard
Orlando, FL 32816

2. Article Number
(Transfer from service label)

7007 2680 0000 0567 9770

PS Form 3811, February 2004

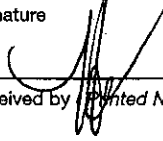
Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alex Sink, Chief Financial Officer
Florida Dept. of Financial Services
200 E. Gaines Street
Tallahassee, FL 32399-0300

2. Article Number
(Transfer from service label)

7007 2680 0000 0567 9788

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

DEPARTMENT OF FINANCIAL SERVICES
L. SINEATH, MAIL CENTER SUPERVISOR

 Agent Addressee

B. Received by (Printed Name)

Date of Delivery

April 04 2008

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

100397
"C" 1003
file
Attachment

INTERCOLLEGIATE ATHLETICS SERVICES AGREEMENT

This Intercollegiate Athletics Services Agreement (Agreement) is effective as of the 1st day of July, 2003 between the University of Central Florida (UCF), on behalf of its Board of Trustees and UCF Athletics Association, Inc. (UCFAA), to provide intercollegiate athletic services to UCF.

1. Background

On March 3, 2003, UCFAA was incorporated as a Florida not-for-profit corporation to promote education and sciences and to encourage, maintain, and promote the health and physical welfare of the students of the University of Central Florida by encouraging, conducting, and facilitating all kinds of intercollegiate athletic games, contests, meets, exhibits, and field sports at the University of Central Florida, at other places in the State of Florida, and in such other places in the United States and foreign countries as it may be lawful to conduct the aforesaid activities.

On January 13, 2003, and pursuant to section 1004.28, Florida Statutes, the UCF Board of Trustees certified UCFAA as a direct support organization of UCF. As required by section 1004.28, the Board of Trustees certified that UCFAA was organized and operated exclusively to receive, hold, invest and manage property and its assets, contributions to or for the benefit of UCF.

Since certification as a direct support organization of UCF, UCFAA, at the request of UCF, has administered UCF's intercollegiate athletics program for the benefit of the university and its student athletes. The parties desire to memorialize this relationship in this agreement.

2. DUTIES OF UCFAA

UCFAA shall administer the intercollegiate athletics program for UCF. Its duties in connection therewith include, but are not limited to the following:

2.1 To develop and maintain a highly competitive and sound athletics program - reaching a standard of excellence in athletics consistent with the mission of the university.

2.2 To comply with and follow the principles of institutional control in operating the athletics program in a manner that is consistent with the letter and the spirit of the NCAA, the Conference and the University rules and regulations.

2.3 To maintain fiscal and operational integrity by balancing budgets and carrying out sound management practices.



2.4 To employ coaches and staff members who exhibit and promote high standards of integrity and ethical behavior, including good sportsmanship and a desire to assist student-athletes in reaching their academic and athletic potential.

2.5 To recruit and maintain student-athletes who represent the standards set for by UCF in the classroom, field of competition and in the community and administer an athletic scholarship program to support that endeavor.

2.6 To work in conjunction with the UCF Foundation to raise funds in support of the athletics program.

2.7 To coordinate and oversee all functions of team functions including event management, travel, facility maintenance, purchasing, etc.

3. FEES TO BE PAID TO UCFAA

As payment for its services provided herein, UCF shall pay UCFAA an amount equal to the amount received by UCF in student athletic fees. In addition, UCF shall provide funding for all costs to permit UCFAA to employ a Deputy AD. UCF shall pay UCFAA pursuant to the following schedule:

3.1 By August 1 of each year UCF shall pay UCFAA an amount equal to the estimated cost of employing a Deputy AD. Such cost shall be commensurate by June 1 of the previous fiscal year. For the first year of the agreement such cost shall be \$112,000.

3.2 Once weekly UCF shall furnish UCFAA a query of available student athletic fee funds.

3.3 UCFAA shall then invoice UCF for that amount.

3.4 UCF shall provide funding upon receipt of invoice.

4. TERM AND TERMINATION

4.1 Initial Term and Renewal. The initial term of this Agreement shall begin on July 1, 2007 and end on June 30, 2016. The Agreement will be automatically for additional five year terms unless either party gives notice of its intent not to renew the agreement at least 360 days prior to the end of the current term.

4.2 Termination with Cause. Each party may terminate this Agreement upon a material breach by the other if the breach is not cured within ninety (90) days of written notice of intent to terminate.

- 4.3 **Effect of Termination.** Upon termination of the Agreement, all amounts to be paid to either party through the date of termination shall remain due in accordance with the terms of this Agreement.

5. **HOLD HARMLESS AGREEMENT**

UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the UCF and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the UCF. UCF also assumes any and all risks of personal injury and property damage with respect to the negligent acts or omissions of UCFAA or other persons acting or engaged in act by UCFAA in fulfillment of the obligations of UCFAA under this agreement. UCF, as a public entity, warrants and represents that it is self-insured for bodily members, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the UCF. UCF and UCFAA further agree that nothing contained herein shall be construed to constitute: (1) a waiver of either party's 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 the grant of (1) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 258.20, Florida Statutes.

6. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between UCF and UCFAA as it relates to the subject matter and supersedes all previous writings and communications. No term or provision of the Agreement shall be revised or modified except that the UCF and UCFAA agree in writing. The Agreement and obligations made in this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns of UCF and UCFAA hereto.

7. **GOVERNING LAW**

This Agreement and all matters contemplated by this Agreement shall be subject to, governed by, and construed and interpreted in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action hereunder shall be in Orange County, Florida.

8. **JOINT VENTURE**

Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.

9. **PUBLIC RECORDS**

UCF may terminate this Agreement at any time for refusal by UCFAA to allow public access, mandated by law, to all documents, reports, letters, or other non-excluded materials subject to the provisions of Chapter 119, Florida Statutes, made or received by UCFAA in conjunction with this Agreement.

10. SIGNATURES

This Agreement is not binding on the parties until the authorized representatives of UCFAA and the UCF have signed it.

11. SEVERABILITY

This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

12. AVAILABILITY OF FUNDS

The performance of UCF of any of its obligations under this contract shall be subject to and contingent upon the availability of funds appropriated by the legislature for the purposes of this Agreement for the current and any future fiscal period.


13. AUDIT

UCF shall have the right to audit the books and records of UCFAA under the terms of this agreement. UCFAA shall make such records available within 30 days of any such request. Any such audit shall be at the expense of UCF.

IN WITNESS WHEREOF, UCF and UCFAA execute this Agreement effective as of the day first above written:

University of Central Florida, on behalf of its
Board of Trustees

UCF Athletics Association, Inc.


William F. Meade II
Vice President for Administration
and Finance


Steve Orsini
Executive Vice President