

A G R E E M E N T

THIS AGREEMENT entered into this 15th day of September, 2003, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1010, Fernandina Beach, FL 32035-1010, hereinafter referred to as the "County", and ST. JOHN & PARTNERS ADVERTISING AND PUBLIC RELATIONS, INC., a Florida corporation, 5220 Belfort Road, Suite 400, Jacksonville, FL 32256, hereinafter referred to as "St. John".

WHEREAS, St. John entered into a Letter of Agreement with the Amelia Island Tourist Development Council ("TDC") on or about January 1, 1994; and

WHEREAS, the Board of County Commissioners finds that work cannot continue to be preformed by St. John based upon a Letter of Agreement; and

WHEREAS, at the time of said Letter of Agreement St. John was known as Robinson & St. John Advertising and Public Relations, Inc., a Florida Corporation; and

WHEREAS, the County hereby reaffirms said Letter of Agreement and provides additional terms.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00), and other mutually agreed consideration, the parties agree as follows:

1. St. John shall continue to provide the services as set forth in the attached letter commencing upon its joint execution of this Agreement and terminating on September 30, 2004.

2. The payment to St. John, pursuant to the attached letter, shall be based upon budget recommendations by the TDC and approved by the Board of County Commissioners.

3. Both parties agree and understand that the budget approval and payment to St. John are subject to collections of the requisite TDC funds. Cost and fees incurred by St. John will not be affected by any reduction in collections.

4. The term of this Agreement shall be from the date of the joint execution of the Agreement until midnight on September 30, 2004.

5. There shall be no renewals or extensions of this Agreement.

6. The County retains the right to audit any and all documents produced on behalf of the County by St. John.

7. This is the entire Agreement. Any changes to this Agreement shall be in writing and executed by both parties.

8. Any notices required by the Agreement shall be as provided herein:

To the County:

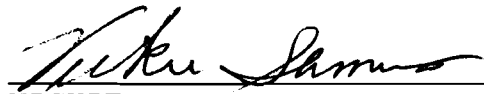
J. M. "Chip" Oxley, Jr.
Post Office Box 1010
Fernandina Beach, FL 32035-1010

To St. John:

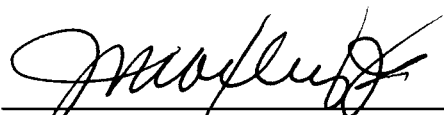
Dan J. St. John
5220 Belfort Road, Suite 400
Jacksonville, FL 32256

9. Time is of the essence.

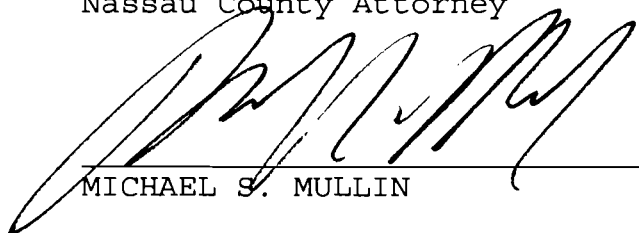
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


VICKIE SAMUS
Its: Chairman

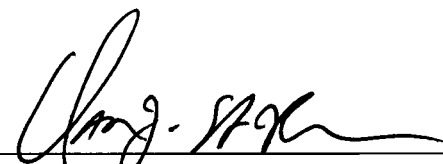
ATTEST:


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

ST. JOHN & PARTNERS
ADVERTISING & PUBLIC
RELATIONS, INC.


DAN J. ST. JOHN
Its: President

4255

ROBINSON & ST. JOHN

ADVERTISING AND PUBLIC RELATIONS, INC

1/255
1146
January 1, 1994

Mr. Jim B. Higgenbotham
Chairman
Amelia Island Tourist Development Council
102 Centre Street
Fernandina Beach, Florida 32034

Dear Jim:

We are setting forth in this Letter of Agreement the terms and conditions under which Robinson & St. John Advertising and Public Relations, Inc. (hereinafter referred to as the Agency) will serve as the advertising agency for Amelia Island Tourist Development Council, (hereinafter referred to as "Advertiser"). Under this Agreement the Agency will be the sole agency of record, handling all advertising materials and media schedules for Advertiser.

The Agency will (1) Develop an overall advertising plan for approval by the Advertiser, (2) Write, design, illustrate or otherwise prepare Advertiser's advertisement and collateral materials, (3) Order the space, time or other means to be used for Advertiser's advertising, endeavoring to secure the most advantageous rates available, (4) Check and verify insertions, to such degree as is usually performed by agencies, (5) Audit invoices for space and services, (6) Secure Advertiser's approval of all major expenditures in connection with Advertiser's advertising.

The Agency is authorized to act as Agent for Advertiser in purchasing the materials and services required to produce advertising on Advertiser's behalf. All such materials and services will become property of Advertiser upon purchase. The Agency will keep in its care, for a reasonable length of time, advertising materials entrusted to it as property of Advertiser and will use reasonable precaution to secure its return from third parties.

For space or time in magazines, newspapers, radio, television, outdoor and all other media, the Agency will bill Advertiser such an amount as will make the net cost to the Agency 65% of Agency's charge to Advertiser, thereby affording the Agency the standard 15% agency commission.

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JANUARY 1, 1994
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Advertiser will be billed for the total cost of all creative and production materials purchased on behalf of Advertiser, plus an amount that will yield the Agency a 15% commission. For work done on staff for artwork, copywriting, production supervision, the Advertiser will be charged the going rate, currently, \$25-\$150 per hour, (see Schedule A). Total costs for major projects and materials will be estimated in advance.

Out-of-pocket expenses such as postage, long distance telephone, photocopies, fax, legal fees and travel will be billed to Advertiser at the Agency's cost.

The Agency will bill Advertiser for media space and time at the end of the month preceding the month in which the advertising runs. The only exception being magazine advertising, space will be billed to the Advertiser at the end of the month preceding closing dates. All agency invoices are net and due within 45 days of date of invoice. Where payment is not received in accordance with these terms, the Agency reserves the right to cancel scheduled media activity. Rebates from media earned or frequency discounts will be passed along to the Advertiser. Likewise, short rates incurred as a result of incomplete contracts will be billed to the Advertiser.

Non-media activity will be billed to the Advertiser at the end of the month in which it is completed. For major projects, the Agency reserves the right to progress bill as the various stages of the project are performed. As above, all such Agency invoices are net and due within 45 days of date of invoice.

Any Agency invoice not paid within 45 days period shall accrue interest at the rate of 1.5% per month from the due date on the unpaid balance. In the event the Agency is required to take action to enforce any of the terms, conditions or obligations under this Agreement, Advertiser shall be responsible for all cost and other expenses, including attorney's fees through any appeals incurred by the Agency in such action.

Agency shall use its best efforts to prevent loss to Advertiser through failure of media or suppliers to execute properly their commitments, but Agency shall not be held responsible or liable for any such failure.

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JANUARY 1, 1994
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Advertiser shall indemnify, defend and hold harmless against any loss or expense that Agency may incur (including Agency's reasonable attorney's fees and court costs, whether incurred at trial or on appeal) as a result of any claim, suit or proceeding made or brought against Agency in connection with any advertising materials produced pursuant to the Agreement, which claim, suit or proceeding: (a) results from Agency's use or reliance upon data or material provided by Advertiser for use in Advertiser's advertisements or (b) arises out of Agency's obligations under applicable union codes, union agreements or any contracts relating to the production of advertising materials in which the claim, suit proceeding relates to any acts or omissions by Advertiser under such codes, agreements or contracts. Advertiser's indemnification of Agency under this provision shall survive the termination of the Agreement.

The initial term of the Agreement shall be 12 months, commencing upon its execution, and thereafter it shall automatically renew and remain in force for successive 12 month periods as of each anniversary date of the Agreement until terminated by either party pursuant to written notice of termination given to the other party at least ninety days prior to the anniversary date in question.

Please indicate your agreement with the above terms by signing the form acceptance below.

ROBINSON & ST. JOHN ADVERTISING
AND PUBLIC RELATIONS, INC.

By Karen Budetti
Its President

Accepted this 28th day of February, 1994.

Amelia Island Tourist Development Council

By Jim S. [Signature]
Title Chairman



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

M E M O R A N D U M

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

TO: Dan St. John
Amelia Island Tourist Development Council
Nassau County Attorney
Clerk Financial Services

FROM: J. M. "Chip" Oxley, Jr.

SUBJECT: Corrections to Agreement with TDC

DATE: October 3, 2003

Page 1 of the Agreement has been changed to correct "preformed" to "performed" in the second WHEREAS paragraph. Please replace this page with the enclosed correction. Also, please attach the enclosed letter from Robinson & St. John dated January 1, 1994 to the current Agreement.

Thank you for your assistance.

Enclosures