

LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this 13 day of July, 2005, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **WATERTOP UNLIMITED, LLC**, a Florida limited liability corporation, hereinafter referred to as "Watertop".

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

1. Watertop desires to utilize the Nassau County North End Boat Ramp for its 2005 Florida PWC Rally Series - Amelia Island ("Rally") on September 10-11, 2005, and the County agrees to grant Watertop a license to do so.

2. Watertop shall indemnify and hold the County harmless from any and all liability arising from the use of the North End Boat Ramp during its Rally. Said indemnification shall include, but not be limited to, claims, if any, from participants or spectators during the period from September 10-11, 2005, and costs and expenses associated with said claims.

3. Watertop acknowledges that the Park is open to the public, and that the public will also be utilizing the Park during the time that the event occurs at the Park.

4. Watertop shall provide the County's Parks and Recreation Department, 45195 Musselwhite Road, Callahan, FL 32011, at least ten (10) days prior to September 10, 2005, with a copy of its liability insurance indicating Nassau County as an additional insured for a minimum of \$1 million dollars.

5. Watertop shall provide information to all participants of underwater hazards that may cause damage to vessels at low tide at the boat ramp and shall be responsible for any and all claims from person(s) participating in the Event.

6. The area shall be left in the same condition of cleanliness as it is found and all trash must be placed in the trash containers. Any litter and debris pick-up shall be the responsibility of Watertop during the time of the tournament.

7. The Parks and Recreation Department shall provide all of the existing County Ordinances regarding public areas to Watertop at least thirty (30) days prior to September 10, 2005.

8. No alcoholic beverages shall be consumed in the Park area.


9. The license may be revoked at any time by the County Administrator.

10. A deposit of \$100.00 shall be paid to the Clerk's Office, 76347 Veterans Way, Yulee, FL 32097, and shall be refundable within thirty (30) working days following the review of the Parks and Recreation Department that the terms of this License Agreement have been met.

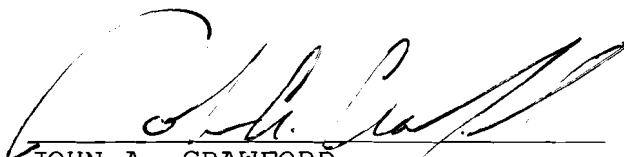
11. The County Administrator shall hear any dispute as to the return of the deposit.

12. Watertop, by signing this License Agreement, acknowledges that its representative has the authority to sign on its behalf, and, further, that the representative understands the Agreement and agrees to the terms.

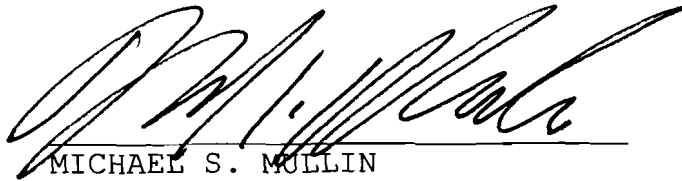
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


ANSLEY N. ACREE
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

WATERTOP UNLIMITED LLC


TIM MCKERCHER
Its: Manager

STATE OF FLORIDA
BREVARD
COUNTY OF ~~NASSAU~~

The foregoing instrument was acknowledged before me
this 13 day of July, 2005, by Tim
McKercher, Manager of **WATERTOP UNLIMITED LLC**, a Florida
limited liability corporation, on behalf of the
corporation. He is personally known to me or has produced
FL DL as identification and did take an oath.

MA62-801-69-211-0



NOTARY PUBLIC



State of Florida
My Commission Expires: JULY 4, 2008

z/amyers/agreements/watertop

MARSH

Certificate of Insurance

No.: L-04-483

Dated: July 11, 2005

This document supersedes any certificate previously issued under this number

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims. This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder other than those provided by this policy. This Certificate does not amend, extend or alter the coverage afforded by the policies described herein.

Name and address of Insured:

J.A. Bombardier (J.A.B.) Inc./ BRP, Inc. / BRP US, Inc.
726, rue Saint-Joseph
Valcourt, Quebec
J0E 2L0

Certificate issued to:

Nassau County Parks & Recreation Department
45195 Musselwhite Road
Callahan, FL 32011

This certificate is issued regarding:

Florida Rally Series
September 10 and 11, 2005

<u>Type(s) of Insurance</u>	<u>Insurer(s)</u>	<u>Policy No(s)</u>	<u>Effective/ Expiry Dates</u>	<u>Coverage</u>	<u>Limit(s) of Liability</u>
Commercial General Liability	Allianz Insurance Company	37 900 244	Dec. 17, 2004 to Feb. 15, 2006	All operations of the Insured	CDN\$ 2,000,000 each occurrence and in the annual aggregate as applicable

Special conditions:

Nassau County Parks & Recreation Department and WaterTop Unlimited LLC (706 La Veta Drive, Melbourne, FL 32904) are added as additional insureds, but only with respect to the liability arising out of the above-mentioned event.

Notice of Cancellation

Should any of the policies described herein be cancelled before the expiration date thereof, the Insurer affording coverage will endeavor to mail 30 days written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insurer affording coverage, its agents or representatives.

Marsh Canada Limited
1981 McGill College Avenue, 9th Floor
Montreal, Quebec H3A 3T4
Telephone 514 285 4700

MARSH CANADA LIMITED



Agenda Request For: *August 10, 2005*

Department: *Parks and Recreation Department*

Background: *Watertop Unlimited Inc., desires to utilize the Nassau County North End Boat Ramp for its 2005 Florida PWC Rally Series Amelia Island. A License Agreement between the Nassau Board of County Commissioners and Watertop Unlimited was drafted on July 13, 2005.*

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: *Not Applicable*

Action requested and recommendation: *Request the Board of County Commissioners approve the agreement and authorize the chair to sign the "License Agreement between the Nassau Board of County Commissioners and Watertop Unlimited to utilize the North End Boat Ramp on September 10 and 11, 2005.*

Is this action consistent with the Nassau County Comprehensive Land Use Plan? *Not Applicable*

Funding Source: *Not Applicable*

Reviewed by:

Department Head:

Daniel Salmon

Legal:

Finance:

Administrator:

Grants:

[Handwritten signature]

05 JUL 22 PM 3:35

RECEIVED
COUNTY COMMISSIONERS
OFFICE

Agenda Request For: *August 10, 2005*

Department: *Parks and Recreation Department*

Background: *Watertop Unlimited Inc., desires to utilize the Nassau County North End Boat Ramp for its 2005 Florida PWC Rally Series Amelia Island. A License Agreement between the Nassau Board of County Commissioners and Watertop Unlimited was drafted on July 13, 2005.*

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Is this action consistent with the Nassau County Comprehensive Land Use Plan? *Not Applicable*

Funding Source: *Not Applicable*

Reviewed by:

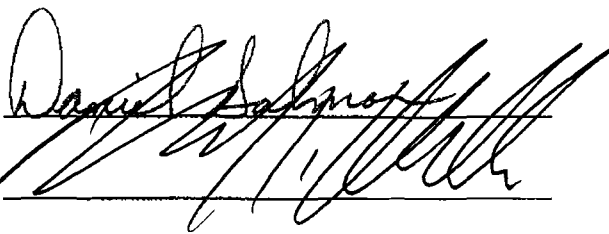
Department Head:

Legal:

Finance:

Administrator:

Grants:



05 JUL 22 PM 3:35
RECEIVED
COUNTY COORDINATORS
OFFICE

Daniel Salmon

From: McKercherTim@aol.com
Sent: Tuesday, June 21, 2005 3:07 PM
To: Daniel Salmon
Cc: Sandy@aifby.com
Subject: Florida PWC Rally Series - Amelia Island

Good Day Mr. Salmon,

I am writing to you to figure out how to produce a top notch watercraft event in Amelia Island on the weekend of September 10-11, and how to work with you to ensure EVERYBODY has a great weekend.

My name is Tim McKercher, and produce a watercraft recreational series called the Florida PWC Rally Series. The "FRS" is a weekend watercraft getaway for watercraft enthusiasts from all over the South east US. This is the fourth year of the series and the September 10-11 event will be the third and final of the 2005 season, but the first time we are coming to Amelia Island (Jacksonville market).

After making my scouting trip to your area I am certain that the participants will have a very fun and memorable experience from their weekend on the island. We design our events to offer as much fun as possible for these folks both on and of the water. We average roughly 119 participants an event but traditionally the September event is the biggest and we estimate 140 participants and their families coming to this event. Each family spends on average \$1240 during their stay on hotel, food, fuel, gifts, etc., so this event should bring just below \$200,000 to the area businesses.

As mentioned we try to provide a weekend full of various watercraft related activities culminating in our American Watercraft Association Poker Run. The other events include an area guided tour on water, product demos from Sea-Doo and Yamaha, small buoy course time trials, and an evening cookout on the Saturday night with a family movie.

What I would like to ask from you is permission to use the beautiful North End launch ramp as our main on-water base camp. On the North side there is a large beach, both at low and high tide. I would like to be able to tell these folks to meet here on the beach for the guided tour, start of the poker run, and for the product test rides. And be able to put up a couple 10x10 pop-up tents for people to get out of the sun if need be.

Please feel free to contact me in regard to this fun event and for more information on this, please visit floridarallyseries.com.

I look forward to speaking with you, and making this event the best FRS event to date.

Thank you for your time.
Sincerely,
Tim McKercher

WaterTop Unlimited

-Expanding Brand Amplitude

Tim McKercher
(321) 409-0519
(321) 446-6116

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No virus found in this incoming message.
Checked by AVG Anti-Virus.
Version: 7.0.323 / Virus Database: 267.7.9/23 - Release Date: 6/20/05

7/20/05

WATERTOP UNLIMITED LLC 04/05
706 LA VETA DR.
MELBOURNE, FL 32904

1050

63-215/631

8/16/05

DATE

PAY TO THE
ORDER OF

Nassau County Parks + Rec

\$ 100.00

One Hundred 00/100

DOLLARS



Security
Features
Details on
Back

SUNTRUST
SunTrust Bank

ACH FT 061000104

Florida Rally Series

FOR Use of North End Boat Ramp

[Signature]

⑆063102152⑆1000031653305⑆ 1050

ADDENDUM TO
LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this 14th day of September, 2005, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the WATERTOP UNLIMITED, LLC, a Florida limited liability corporation, hereinafter referred to as "Watertop".

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

1. The parties entered into a License Agreement dated July 13, 2005.

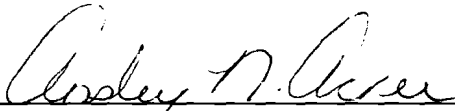
2. Watertop has found it necessary to change the date of the event.

3. Watertop desires to utilize the Nassau County North End Boat Ramp for its 2005 Florida PWC Rally Series - Amelia Island ("Rally") on ~~September 10-11, 2005~~ October 8-9, 2005, and the County agrees to grant Watertop a license to do so.

4. All other matters set forth in the License Agreement dated July 13, 2005, shall remain in full force and effect.

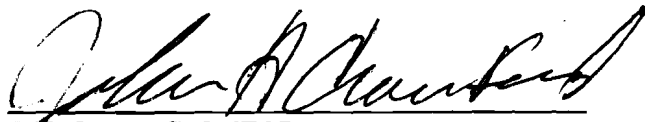
5. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

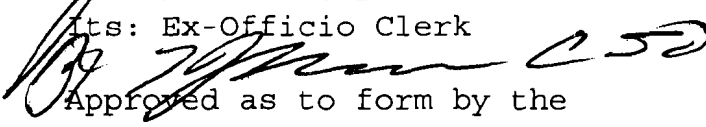


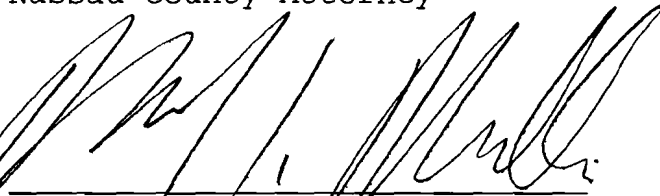
ANSLEY N. ACREE
Its: Chairman

ATTEST:




JOHN A. CRAWFORD
Its: Ex-Officio Clerk


Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

WATERTOP UNLIMITED LLC



TIM MCKERCHER
Its: Manager

STATE OF FLORIDA

COUNTY OF ~~NASSAU~~ **BREVARD**

The foregoing instrument was acknowledged before me
this 30 day of SEPT, 2005, by Tim
McKercher, Manager of **WATERTOP UNLIMITED LLC**, a Florida
limited liability corporation, on behalf of the

corporation. He is personally known to me or has produced
FLDL as identification and did take an oath.

MZA-801-69-211-0

Mary Kay Schelke

NOTARY PUBLIC

State of Florida

My Commission Expires: JULY 4, 2008



z/amyers/agreements/watertop-addendum

HOLD HARMLESS AGREEMENT

WaterTop Unlimited (Name of Organization) does hereby agree to indemnify and hold harmless, Nassau County, its Commissioners, officers, employees, and

agents, for any loss, liability, or expense for any claim for injury to any person or damage to any property arising out of, or in connection with Florida PWC Rally Series (Name of Event) and other activities and events sponsored or arranged for by WaterTop Unlimited (Name of Organization) which will occur on Oct 8-9, 2005 (Date of Event) at the North End Boat Ramp (Name and Location of Property)

including and not limited to any injuries or damages suffered or claimed to be suffered, by any participant, spectator, or invitee attending or present at said event, including attorney fees and costs associated with the defense of any claim.

I, Tim McKercher understand this hold harmless agreement and agree to the terms hereof.

Dated this 30 day of Sept, 2005

By: [Signature]
(Authorized Agent or Representative of Supporting Organization)

STATE OF FLORIDA
BREVARD
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 30 day of SEPT, 2005, by TIMOTHY MCKERCHER who is personally known to me or who has produced FL DL 17262-801-44211 identification and who did take an oath.

[Signature]

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, of, a Florida corporation, on behalf of the corporation. He/She is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: