

A G R E E M E N T

THIS AGREEMENT entered into this 11 day of February, 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 Yulee Tennis, a Florida not-for-profit corporation, hereinafter referred to as the "Organization".

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 Organization utilizes the County's sports field located at the Yulee Sports Complex. (Yulee Tennis Courts)

enclosed

2. Pursuant to Ordinance 2000-46, as amended, the Organization shall provide to the County's Parks and Recreation Department a certificate of insurance in an amount established by the County's Parks and Recreation Department. This shall be done yearly.

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3. Should the Organization utilize clay for its baseball infield, the County shall supply zero (0) loads of clay per year. Any amount over said number of loads shall be paid for in advance by the Organization to the County or purchased directly from the vendor.

NA 4. The parties agree that the lights shall only be utilized for games and not for practice during Daylight Savings Time.

5. The Organization shall be responsible for the following:

a. Cleaning of the buildings. *at Tennis Court only*

b. Any additions shall be paid for by the Organization, but only with the prior written approval of the County or its designee, the Parks and Recreation Department.

NA c. All kitchen cooking equipment maintenance, cleaning, energy costs, and replacement shall be the responsibility of the Organization. The Organization shall pay for one (1) professional hood cleaning per year as well as one-half (1/2) of the Ansul system inspection in January of each year. The Organization shall provide to the County the receipts for both the hood cleaning and the inspections. (Except in Bryceville, where that Organization shall pay for two (2) professional hood cleanings per year and all of the Ansul system inspection).

NA d. Ice machine filter replacement cost.

NA e. Refrigeration - the responsibility of the Organization and the vendor.

NA f. Fire extinguishers - the Organization shall conduct the monthly inspections.

NA g. Emergency lighting - the Organization shall conduct the monthly inspections.

h. Restrooms - the Organization shall be responsible for cleaning. *Tennis Court restroom only*

OK i. Garbage - the Organization shall be responsible for placing the garbage in the receptacles.

OK j. Fences/Gates - the Organization shall be responsible for repairs of the fences and/or gates that are damaged by the Organization. *Only during scheduled events*

NA k. The Organization shall also be responsible for the infields and striping.

NA l. Field lighting - the Organization shall be responsible for testing.

OK 6. The Organization shall provide, at the start of each season, a schedule of the Organization's games to the County. *will forward when completed*

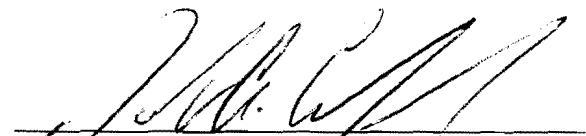
7. This is the entire Agreement between the parties. Any changes to this Agreement shall be in writing and shall be signed by both parties.

8. Time is of the essence.

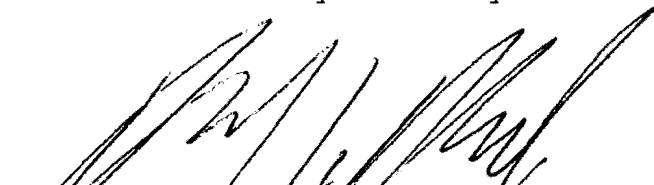
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


ANSLEY N. ACREE
Its: Chairman

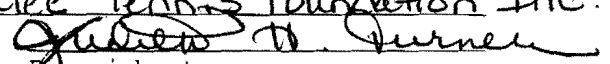
ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

ORGANIZATION:
YULEE TENNIS

Yulee Tennis Foundation Inc.
BY: 
Its: President

z/amyers/agreements/rec-orgs-agmt

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER (843)785-7733 FAX (843)686-4369
Coastal Plains Insurance
 5 Bow Circle
 Hilton Head Island, SC 29928

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Professional Tennis Registry**
 P.O. Box 4739
 Hilton Head, SC 29938

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Capitol Specialty Insurance Corporation	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500. deductible Each Claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CS00215978	01/01/2005	01/01/2006	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000					
	MED EXP (Any one person)	\$ 5,000					
	PERSONAL & ADV INJURY	\$ 1,000,000					
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CS00215978	01/01/2005	01/01/2006	EACH OCCURRENCE	\$ 5,000,000
	AGGREGATE	\$ 5,000,000					
		\$					
		\$					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHR
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Judith Turner, Member # 34561
Effective: 01/01/2005

CERTIFICATE HOLDER

Judith Turner Tennis Services
Yulee, FL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
M.D. Barker, III 