

A G R E E M E N T

THIS AGREEMENT entered into this 7 day of April, 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 Callahan Pop Warner, 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 Kirsten M. Higginbotham Sports Complex.

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.

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.

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.

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.

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).

d. Ice machine filter replacement cost.

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

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

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

h. Restrooms - the Organization shall be responsible for cleaning.

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

j. Fences/Gates - the Organization shall be responsible for repairs of the fences and/or gates that are damaged by the Organization.

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


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

6. The Organization shall provide, at the start of each season, a schedule of the Organization's games to the County.

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

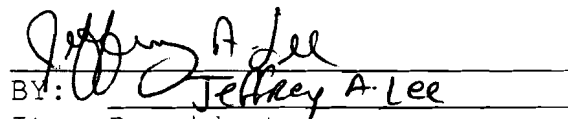
ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

ORGANIZATION:
CALLAHAN POP WARNER


BY: Jeffrey A. Lee
Its: President

z/amyers/agreements/rec-orgs-agmt