LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this <u>9th</u> day of March 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 the INSHORE FISHING ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Inshore".

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

1. Inshore desires to utilize the Nassau County North End Boat Ramp for its 2005 Redfish Tournament on August 20, 2005, and the County agrees to grant Inshore a license to do so.

2. Inshore shall hold the County harmless from any and all liability arising from the use of the North End Boat Ramp during its Redfish Tournament.

3. Inshore shall provide the County's Parks and Recreation Department, 45195 Musselwhite Road, Callahan, FL 32011, at least ten (10) days prior to August 20, 2005, with a copy of its liability insurance indicating Nassau County as an additional insured for a minimum of \$1m.

4. Inshore shall provide information to all participants of underwater hazards that may cause damage to vessels at low tide at the boat ramp.

5. 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 Inshore during the time of the tournament.

6. The Parks and Recreation Department shall provide all of the existing County Ordinances regarding public areas to Inshore at least thirty (30) days prior to August 20, 2005.

7. The license may be revoked at any time if there is non-compliance with this Agreement.

8. 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.

9. The County Administrator shall hear any dispute

as to the return of the deposit.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

lels ANSLEY N.

Its: Chairman

ATTEST:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney

/ MICHAEL S. MULLIN

INSHORE FISHING ASSO., INC.

ARTHUR ALLISON Its: Director

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 22^{--1} day of Maccv, 2005, by Arthur Allison, Director of **INSHORE FISHING ASSOCIATION**, **INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

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NOTARY PUBLIC State of Florida My Commission Expires:



z/amyers/agreements/inshore-fishing



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS P.O. Box 1010 Fernandina Beach, Florida 32035-1010 Jim B. Higginbotham Ansley Acree Tom Branan 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

> JOHN A. CRAWFORD Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

MIKE MAHANEY County Administrator

March 14, 2005

Mr. Arthur Allison Director, Inshore Fishing Association, Inc. 205 Palmetto Concourse Longwood, FL 32779

RE: License Agreement for Redfish Tournament, August 20, 2005

Dear Mr. Allison:

During a regular session of the Nassau County Board of County Commissioners held March 9, 2004, the Board approved the referenced agreement. Two copies of the agreement are enclosed for your signature. Once executed, please return both original documents to me, along with your deposit check made payable to the Nassau County Board of County Commissioners in the amount of \$100, for processing; and I will return one fully executed copy of the agreement to you for your records.

If I can be of any assistance to you, please let me know.

Sincerely,

John A. Crawford Ex-Officio Clerk

Enclosure

(904) 548-4660, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

Agenda Request For: March 9, 2005

Department: Parks and Recreation Department

Background: Inshore Fishing Association, Inc. would like to utilize the North End Boat Ramp for its 2005 Redfish Tournament on August 20, 2005.

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Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Action requested and recommendation: Request the Board of County Commissioners approve the License Agreement with Inshore Fishing Association, Inc. and to determine the appropriate amount of deposit to be made in utilizing the North End Boat Ramp for its 2005 Redfish Tournament. Recommend one hundred dollars (\$100.00) deposit.

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

Funding Source: Not Applicable

 Reviewed by:
 Department Head:
 Dep

Agenda Request For: March 9, 2005

Department: Parks and Recreation Department

Background: Inshore Fishing Association, Inc. would like to utilize the North End Boat Ramp for its 2005 Redfish Tournament on August 20, 2005.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Action requested and recommendation: Request the Board of County Commissioners approve the License Agreement with Inshore Fishing Association, Inc. and to determine the appropriate amount of deposit to be made in utilizing the North End Boat Ramp for its 2005 Redfish Tournament. Recommend one hundred dollars (\$100.00) deposit.

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

Plan? Not Applicable	05 FEB	80
Funding Source: Not Applicable	EB 23 AM	
Reviewed by:	6: 12	SHOW IN
Department Head: Lanit Salmen		
Legal:		
Finance:		
Administrator:		
Grants: Revised 12/04		

enforcement of building provisions; providing for an effective date.

- An ordinance rescinding in its entirety Ordinance 86-9, as amended, which constituted the Coastal Construction Code for construction within the Coastal Building Zone and Coastal Barrier Island in the unincorporated areas of Nassau County, known as the "Coastal Code;" providing an effective date.
- An ordinance rescinding Ordinance 78-2, which provided for the issuance of a license to carry a pistol; providing an effective date.
- and, upon the request of the Assistant County Attorney, pull consideration of rescinding Ordinance 71-04, which helped prevent erosion along the Atlantic Ocean, protected children, and restricted the use of motor vehicles on the dunes. The County Attorney will bring back this item when he is present to discuss the request.

09:43 It was moved by Commissioner Higginbotham, seconded by Commissioner Branan and unanimously carried to approve a request from the Building Department to reclassify the Receptionist position with that of a Zoning Specialist position.

>> 09:44 It was moved by Commissioner Higginbotham, seconded by Commissioner Vanzant and unanimously carried to approve and authorize the Chairman to sign the license agreement with Inshore Fishing Association, Inc. to utilize the North End Boat Ramp for its 2005 Redfish Tournament on August 20, 2005. It was clarified that the agreement includes a security deposit in the amount of \$100.

09:45 It was moved by Commissioner Higginbotham, seconded by Commissioner Vanzant and unanimously carried to

Connie Arthur

From: Sent: To: Subject: Joyce Bradley Monday, March 14, 2005 1:35 PM Connie Arthur FW: Redfish Tournament

 -----Original Message----

 From:
 Joan Blanchard

 Sent:
 Monday, March 14, 2005 1:22 PM

 To:
 Joyce Bradley

 Subject:
 FW: Redfish Tournament

-----Original Message-----From: Mary Wood Sent: Monday, March 14, 2005 12:56 PM To: Joan Blanchard Subject: Redfish Tournament

Norma Jean from Parks & Recreation called me Friday and said that the Clerk's office needed an address for Arthur Allison with the Inshore Fishing Assoc to mail the agreement to him approved by the Board on 3-9-05. The address I found is, 205 Palmetto Concourse, Longwood, FL 32779. Would you please pass this on to whoever needs it. Thanks!

Form NC-1 OFFICE OF John A Crawford, NASSAU COUNTY, FLORIDA 26677 RECEIVED from National Inshore Fishing Assoc Date 3-28 No Cars 00 \$ 100 for FOR: Utilization of North End boat hap on CK# 265. Sudley DC TOTALS 100 00 By

LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this <u>8th</u> day of August, 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 **INSHORE FISHING ASSOCIATION**, **INC., a Florida corporation**, hereinafter referred to as "Inshore".

WHEREAS, Inshore had originally executed an Agreement dated March 22, 2005, setting forth the date of the tournament as August 20, 2005; and

WHEREAS, Inshore has requested that the date of the tournament be changed to September 16 and 17, 2005.

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

1. Inshore desires to utilize the Nassau County North End Boat Ramp for its 2005 Redfish Tournament on September 16 and 17, 2005, and the County agrees to grant Inshore a license to do so.

2. Inshore shall hold the County harmless from any and all liability arising from the use of the North End Boat Ramp during its Redfish Tournament.

3. Inshore shall provide the County's Parks and Recreation Department, 45195 Musselwhite Road, Callahan, FL 32011, at least ten (10) days prior to September 16, 2005, with a copy of its liability insurance indicating Nassau County as an additional insured for a minimum of \$1 million.

4. Inshore shall insure that all participants are informed of possible underwater hazards that may cause damage to vessels at low tide at the boat ramp. Inshore shall also advise participants that the use of the boat ramp is "at their own risk", and each participant shall sign a Hold Harmless Agreement that acknowledges that they are participating "at their own risk".

5. 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 Inshore during the time of the tournament.

6. The Parks and Recreation Department shall provide all of the existing County Ordinances regarding public areas to Inshore at least thirty (30) days prior to September 16, 2005. Inshore shall be responsible for advising all participants of the requirement set forth in said Ordinances.

7. Each participant shall be advised by Insure that alcoholic beverages are not allow in the Park or boat ramp.

8. The license may be revoked at any time if there is non-compliance with this Agreement as determined by the County Administrator.

9. 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.

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

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Inshore

Its: Chairman

ATTEST:

CRAWFORD It**s:** Ex-Officio Clerk

Approved as to form by the Nassau County Attorney

ICHAEL

INSHORE FISHING ASSO., INC.

ARTHUR ALLISON

Its: Director

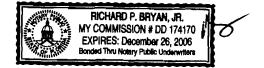
STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 26 day of 36 day

NOTARY PUBLIC State of Florida My Commission Expires:

z/amyers/agreements/inshore-fishing



HOLD HARMLESS AGREEMENT

Fushane Fishins Hysoc	_ does hereby agree to indemnify and
(Name of Organization)	
hold harmless, Nassau County, its Commis	sioners, officers, employees, and

agents, for any loss, liability, or expense for any claim for injury to any person or

FA. OVEN TOURNAMENT damage to any property arising out of, or in connection with $\overline{\lambda}$ and other activities and events sponsored or arranged for by

which will occur on 5e/(17, 12005) at the (Date of Even) (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.

When D. M. h. so whiterstand this hold harmless agreement and agree to

the terms hereof.

day of Dated this /

STATE OF FLORIDA

COUNTY OF NASSAU SEMINOLE

The foregoing instrument was acknowledged before me this 19^{th} day of Muggin 2005, by, 4r thur 0. Muggin who is personally known to me or who has produced <u>fl Drivers Waysc</u> as identification and who did take an oath.

NOTARY PUBLIC State of Florida at Large My Commission Expires:

RICHARD P. BRYAN, JR. MY COMMISSION # DD 174170 EXPIRES: December 26, 2006 nded Thru Notary Public Underwriters

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: