

A G R E E M E N T

THIS AGREEMENT entered into this 9th day of August, 2006, 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 shall utilize the County's sports field located at Yulee Sports Complex (Yulee Tennis Courts).

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 (gas only), 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.~~ The County will schedule and invoice the Organization for professional hood cleaning and the Ansul System Inspections. The Organization shall pay for one-half (1/2) of the professional hood cleaning per year as well as one (1) of the Ansul system inspection's each year. Except in Bryceville, where that Organization shall pay for ~~two~~

~~(2)~~ one (1) professional hood cleaning per year and ~~all of~~  
~~the~~ two (2) Ansul systems 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. (County will supply guidelines for 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. Access to the County Sports Complex will be denied to any Organization that does not have a fully executed Agreement.

8. Each Organization will use [www.rapsheets.com](http://www.rapsheets.com) or a similar service for background checks of all individuals involved with the sports program, including, but not limited to, managers, coaches, and volunteers, and at the expense of the respective Organization. Any Coach and/or Volunteer having plead guilty or nolo contendere to a felony count or counts for sexual or drug offenses or a felony conviction for drug or sexual offenses, will not be able to participate.

9. Each of the County's Sports Associations must utilize the Concession Stand to sell concessions, if available. The Organization must yield the selling of concessions to that of the seasonal organization. No food and beverage shall be supplied "for sale" when the Concession Stand is open. The cost of cleaning and inspections will be shared among the users. No grills or open flame shall be used for cooking, with the exception of Callahan Soccer Association, who has no concession available.

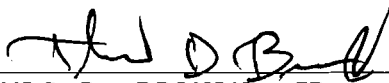
10. This is the entire agreement between the Parties. Any changes to this Agreement shall be in writing and shall be signed by both parties.

11. The terms of this Agreement will be open for discussion during the First (1<sup>st</sup>) Quarter Recreation Commission meeting each year.

12. The Organization shall not apply any fertilizer, herbicide, or insecticide within the boundaries of the County owned or controlled property. This does not apply when the only pesticides applied are disinfectants, sanitizers, or ready-to-use pesticides sold over the counter at retail.

13. Time is of the essence.

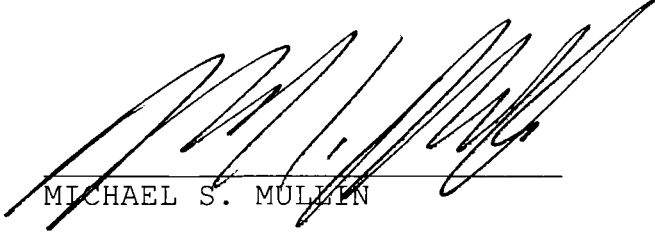
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
THOMAS D. BRANAN, JR.  
Its: Chairman

ATTEST:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

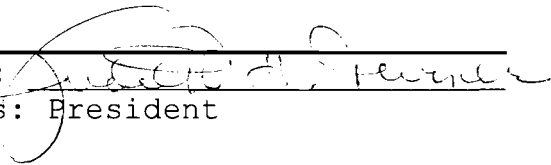
Approved as to form by the  
Nassau County Attorney:



MICHAEL S. MULLEN

ORGANIZATION:

Yulee Tennis

BY:   
Its: President

# 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

01/09/2006  
 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	
INSURER B: RSUI Indemnity Company	
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 MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF 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	CS218059	01/01/2006	01/01/2007	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				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 - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	CS218059	01/01/2006	01/01/2007	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CS218059 01/01/2006 01/01/2007 COMPANY B - NHA032994 01/01/2006 01/01/2007 COMPANY B - NHA032994 01/01/2006 01/01/2007	AGGREGATE \$ 2,000,000 Each Occurrence \$ 3,000,000 Aggregate \$ 3,000,000		
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER	CS218059	01/01/2006	01/01/2007	Abuse/Molestation \$100,000 Per Occurrence/\$100,000 Aggregate

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

**Judith Turner, Member # 34561**  
**Effective: December 31, 2005**

**CERTIFICATE HOLDER**

**Judith Turner Tennis Services**  
**Yulee, Florida**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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/CAM

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DATE (MM/DD/YYYY)

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		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> Deductible - \$500				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	CS218059	01/01/2006	01/01/2007	EACH OCCURRENCE \$ 2,000,000
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		<input type="checkbox"/> RETENTION \$	COMPANY B - NHA032994	01/01/2006	01/01/2007	Aggregate \$ 3,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER	CS218059	01/01/2006	01/01/2007	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A						Abuse/Molestation \$100,000 Per Occurrence/\$100,000 Aggregate

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Judith Turner, Member #.34561  
 Effective: December 31, 2005

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 Yulee, Florida

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