SECOND RENEWAL OF THE BEACH CLEANING AGREEMENT

This Second Renewal Agreement entered into this $\underline{25th}$ day of $\underline{September}$, 2006 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Beachcombers, Inc. (hereinafter referred to as BEACHCOMBERS), 6505 Brandemere Road South, Jacksonville, Florida 32211.

WHEREAS, the County and Beachcombers entered into an agreement on the 13th day of October, 2004, for the cleaning of the beaches, walkovers and restrooms described within said Agreement; and

WHEREAS, the original contract provided for up to a maximum of an additional two extension periods for a total of three one-year terms, upon agreement by both parties; and

WHEREAS, the Board and Beachcombers entered into a Renewal Agreement for Beach Cleaning Services on September 26, 2005 for the period October 1, 2005 through September 30, 2006; and

WHEREAS, Beachcombers, Inc. has agreed to extend the term of the Agreement for another one year period at the same monthly rates for said services; and

WHEREAS, the Board desires to extend this Agreement for a second one-year period commencing October 1, 2006 through September 30, 2007; and

WHEREAS, this Second Renewal will provide for the last one year term renewal.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. The attached agreement for beach and restroom cleaning services, attached hereto as Attachment A, is hereby renewed for a one-year period commencing on October 1, 2006 and ending September 30, 2007. Either party may terminate this agreement by giving thirty (30) days written notice.

Paragraph 15 of the original beach cleaning services 2. Agreement is hereby amended as follows: Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Building Maintenance Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The meeting initial shall be with the Administrator and the Building Maintenance Director or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Building Maintenance Director or his/her designee, and the County Attorney and the County Administrator and the Building Maintenance Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

- 3. Per paragraph 5 of the original October, 2004 Beach Cleaning Services Agreement between the parties, a Change Order authorizing an adjustment to the contract price, due to increased fuel prices, is attached (See Attachment B). Once signed by both parties, such a Change Order shall become an Amendment to the Contract and all provisions of the Contract shall apply.
- 4. All other terms and conditions of the existing agreement remain in full force and effect.
- 5. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

THOMAS D. BRANAN

Its: Chairman

ATTEST:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

S. MULLIN

BEACHCOMBERS, INC.

LAŘRÝ R. GOODWIN

Its: Vice President

Beachcoubers North, Drc

President Art Cordora

ATTACHMENT A

AGREEMENT

THIS AGREEMENT entered into this 13th day of October , 2004, by and between Board of County Commissioners of Nassau County, Florida, hereinafter referred to as "COUNTY" and BEACHCOMBERS, INC., hereinafter referred to as "BEACHCOMBERS", whose address is 6505 Brandemere Road South, Jacksonville, FL 32211.

For and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations the parties agree as follows:

- 1. BEACHCOMBERS shall clean the Atlantic Ocean beach area in Nassau County from the southern boundary of the city limits south to the northern boundary of the state park and clean City of Fernandina Beach beaches from the southern boundary of the city limits north to the southern boundary of the state park.
- 2. BEACHCOMBERS shall clean the beach manually, specifically:
 - (a) Manual cleaning means seven (7) days a week, cleaning of the beaches by manual picking up the larger litter and debris. This includes anything that is foreign to the beaches and shall include the area on the beaches from the water to the top of the dune facing the beach, along with all walkovers to the beach. The removal of unsightly and /or dangerous materials, raking the seaweed as needed (all natural debris can be used to prevent erosion) and raking the more heavily used areas weekly. Garbage containers shall be emptied a minimum of three times a week on Monday, Wednesday and Friday plus all holidays. The containers that are used or filled more often shall be emptied more frequently. Dead sea creatures shall be picked up as required; however, this contract does not include the following:
 - 1. Major fish kills
 - 2. Red tide
 - Unusual excessive weather, such as a hurricane, etc.
 - 4. Oil spills
 - 5. Removal of beached whales or large sea creatures
- 3. The COUNTY shall provide, free of charge, a site to dump all refuse. Debris deposited from the dumping of the garbage containers on the beach and all garbage containers located at the beach parks shall be deposited at the West Nassau Landfill, located in Callahan, Florida, shall be deposited three times a week on Monday,

Wednesday, and Friday, plus all holidays. There may be times when more dumping is required.

4. The COUNTY shall pay BEACHCOMBERS as follows:

DAILY PICK-UP OF LITTER FROM BEACHES, AND THEIR WALKOVERS:

March 15 to September 15 \$ 7,944.00 per month September 16 to March 14 \$ 4,922.00 per month

Subtotal per year \$77,196.00

Prices include can liners/bags.

RESTROOM CLEANING (4):

Total per year

	March 15 - Sept 15		5 Sept 16 - Mar 14
Burney Park	\$	495.00	\$475.00 per month
Peters Point	\$	495.00	\$475.00 per month
Total Per Month	\$	990.00	\$950.00 per month
Subtotal per year			\$11,640.00
Dee Dee Bartels (upon same being constructed)	\$	500.00	\$475.00 per month

Prices include cleaning and paper supplies and double cleaning on holidays and holiday weekends.

\$17,490.00

BEACHCOMBERS will provide all cleaning products, disinfectants, paper products and cleaning materials.

Invoices will show amounts separately by restrooms (City/County) and manual beach cleaning (City/County).

BEACHCOMBERS shall submit invoices on a monthly basis or as otherwise provide for services rendered. Invoices will be paid within forty five (45) days and pursuant to section 218.70, Florida Statutes (The Florida Prompt Payment Act).

5. Change Orders:

A Change Order is a written order to the Contractor, which is signed by the County, authority an addition, deletion, or revision to the Work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price or contract time. Changer orders may be generated by either the County or

the Contractor but must be submitted to and approved by the County before execution of the work. Contractor shall show addition/deduction to contract sum, increase/decrease in employee man-hours and reason to provide the addition or reduction in services above or below the normal contractual duties. The document, when signed by both parties, shall become an amendment to the contract and all provisions of the contract shall apply hereto.

6. Claims for Additional Cost:

Should the Contractor incur cost of a major occurrence, other than incidental, he shall provide written notice to the County thereof within twenty four (24) hours of the event giving rise to such claim. Approval shall be given before the Contractor proceeds with the Work.

7. Insurance:

BEACHCOMBERS shall provide proof of insurance, necessary liability bonds and workers compensation as required by law.

Types of Insurance	Limits of Liability
Workers Compensation	Statutory (F.S. 440.02)
Employer's Liability	\$1,000,000 employers liab.
Commercial General Liability	\$500,000 per occurrence
Automobile Liability Combined	\$500,000 each accident/loss
Bodily Injury & Property Damage	All vehicles covered Hired Cars & non-owned autos
Excess Liability (umbrella form)	\$500,000

The Company must have a current bond in place. Contract will be subject to cancellation by the County without notice or penalties.

8. Indemnification:

The Contractor shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and/or any persons employed or utilized by the Contractor in the performance of the Contract.

9. Successors and Assigns:

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party, in respect to all covenants of this Contract. Except as set forth herein, neither the County nor the Contractor shall assign, sublet, convey, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the county, which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

10. In addition to the non-mechanical cleaning of the beaches, BEACHCOMBERS shall be responsible for the cleaning of the restroom facilities located at Burney Park and Peters Point Park and Dee Dee Bartels Nature Center and Fishing Pier. BEACHCOMBERS shall clean the restroom facilities seven (7) days a week; clean twice (2) daily on holiday weekends; before 7:00 AM and between 12:00 PM and 2:00 PM; Memorial Day weekend (Saturday, Sunday, Monday); July 4 (if part of a weekend include Saturday and Sunday); Labor Day (Saturday, Sunday and Monday).

11. Standards:

BEACHCOMBERS agrees and understands that the beach cleaning shall be performed pursuant to County standards, and under the direction of the Building Maintenance Supervisor or his designee. Restroom cleaning shall be performed pursuant to County standards, and under the direction of the Building Maintenance Supervisor or his designee.

BEACHCOMBERS shall work with the County Building Maintenance Director in placing and replacing garbage cans as needed on the county beaches and parks and the City Parks and Recreation Director for city beaches and parks. BEACHCOMBERS shall notify the County Parks and Recreation Department or the City Parks and Recreation Department of any problems or maintenance items the next working day by 9:00 AM. In the event of an emergency, BEACHCOMBERS shall notify the Maintenance Technician on call for the period.

12. Termination:

- (a) Should BEACHCOMBERS not properly maintain the beach or restroom facilities after two (2) written notices from the COUNTY, the COUNTY may terminate said contract. Said notice to be sent by mail and BEACHCOMBERS shall be provided a five (5) day period to respond and cover the subject matters of said notices.
- (b) Should the contract be terminated pursuant to this paragraph, the COUNTY shall not be obligated for the remainder of payments not paid but only for the pro-rated amount for work performed for the particular month.

13. Term of the Contract:

This contract shall be for the period March 15 to September 15, which shall be considered the on-season and September 16 to March 14, which shall be considered the off season, subject to Board approval.

14. Options:

This Agreement may be renewed for a period October 1 to September 30 for twelve (12) month periods, up to a maximum of two (2) extended periods (for a total of three (3) terms), upon the concurrence of the parties. The parties shall indicate their decision for the renewal at least thirty (30) days prior to the termination of the first term.

15. Disputes:

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof submitted to mediation in accordance with shall be mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

Contractor shall not stop work during the pendency of mediation.

16. Non-Appropriation Clause:

Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

FLOYD L VANZANT

Its: Chairman

ATTEST:

J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

Approved as to form by the

Nassau Coupty Attorney:

MICHAEL S. MULLIN

BEACHCOMBERS, INC.

LARRY R. GOODWIN

Vice President

RENEWAL OF THE BEACH CLEANING AGREEMENT

This Renewal Agreement entered into this <u>26th</u> day of <u>September</u>, 2005 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Beachcombers, Inc. (hereinafter referred to as BEACHCOMBERS), 6505 Brandemere Road South, Jacksonville, Florida 32211.

WHEREAS, the County and Beachcombers entered into an agreement on the 13th day of October, 2004, for the cleaning of the beaches, walkovers and restrooms described within said Agreement; and

WHEREAS, the original contract provided for up to a maximum of an additional two extension periods for a total of three one-year terms, upon agreement by both parties; and

WHEREAS, Beachcombers, Inc. has agreed to extend the term of the Agreement for another one year period at the same monthly rates for said services; and

WHEREAS, the Board desires to extend this Agreement for a second one-year period commencing October 1, 2005 through September 30, 2006.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

- 1. The attached agreement for beach and restroom cleaning services is hereby renewed for a one-year period commencing on October 1, 2005 and ending September 30, 2006. Either party may terminate this agreement by giving thirty (30) days written notice.
- 2. Paragraph 15 of the original beach cleaning services Agreement is hereby amended as follows: Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator who shall reduce his/her decision to writing and furnish a copy to

both parties. Claims, disputes, or other matters in guestion between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during pendency of mediation. - Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Building Maintenance Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall with the County Administrator and the Building Maintenance Director or designee their representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Building Maintenance Director or his/her designee, and the County Attorney and the County Administrator and the Building Maintenance Director or their designee(s) shall meet with Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

- 3. All other terms and conditions of the existing agreement remain in full force and effect.
- 4. 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:

MICHARI C MILLIN

BEACHCOMBERS, INC.

LARRY R. GOODWIN

Its: Vice President

Owners

Page 1

55040 (11/87) Issued 04-03-2006

INSURANCE COMPANY

TAILORED PROTECTION POLICY DECLARATIONS

6101 ANACAPRI BLVD., LANSING, M1 48917-3999

Renewal Effective 05-02-2006

AGENCY J P PERRY INSURANCE INC 12-0710-00 MKT TERR 055 (904) 268-7310 POLICY NUMBER 054622-78667706-06

INSURED BEACHCONBERS NORTH INC

Company Bill

POLICY TERM 12:01 a.m. 12:01 a.m. 05-02-2006 to 05-02-2007

ADDRESS 2527 WINDING SPRINGS CT

JACKSONVILLE, FL 32246-1337

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Beclarations and attachments to your policy. If you have any questions, please consult with your ag

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

MITS OF INSURANCE
General Aggregate Limit
(Other Than Products-Completed Operations)
Products-Completed Operations Aggregate Limit
Personal And Advertising Injury Limit
Each Occurrence Limit
Fire Damage Limit
Hedical Expense Limit

\$2,000,000

2,000,000 1,000,000 1,000,000 100,000 Any One Fire 10,000 Any One Person

"General Aggregate Limit" shown above, is reinstated once per policy period at no additional charge, in accordance with form 55050.

AUDIT TYPE: Annual Audit

FORMS THAT APPLY TO LIABILITY: 59350 (02-03) 55118 (08-91) 55146 (07-96) 55209 (01-01) 55229 (01-02) 55091 (01-89) 55068 (08-89) IL0021 (11-85) 55081 (08-88) 55029 (07-87) C60001 (11-85) C60220 (07-92) IL0017 (11-85) 55050 (07-87) 55064 (07-87) CL175 (02-86) 55069 (01-88) CG2147 (09-89) 55137 (06-92) 55145 (12-01)

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 001 BLDG 001 2527 Winding Springs Ct Jacksonville, FL 32246-1337

TERRITORY: 005 COUNTY: Duval

Classification	Subline		Rates	Premium	
COMMercial General Liability Plus Endorsement Included At 7% Of The Premises Operation Premium	Prem/Op	Prem/Op Prem Inc	Inc	Inc	
CODE 21585 Premier Contractors Class Sub-Contracted Work	Prem/Op Prod/Comp Op	Total Costs If Any If Any	Each 1800	Inc Inc	
CODE 27047 Premier Contractors Class Landscape Gardening Including Products And/Or Completed Operations	Prem/Op	Payroll 56,800	Each 1000 31.593	\$1,793.80	

ATTACHMINT B

CHANGE ORDER APPROVAL FORM

PROJECT: Nassau County Beaches and Walkovers. CHANG	GE ORDER NUMBER1
Scope of Work: Increase for fuel, supplies, wages and insurance for the service of the daily pick-up of litter from beaches, and their walkovers. During the period of March 15 to Sept. 15, increase of \$500.00 per in During the period of Sept 16 to March 14. increase of \$350,00 per in the period of Sept. 16 to March 14.	
CONTR	RACT NUMBER: Contract Agreement
TO: CONTRACTOR: Beachcombers North, Inc.	
The Contract is changed as follows:	
Original Contract Sum	.00 94,686.00
New Contract Sum, including This Change Order\$ 9	99,786.00
APPROVED BY: Michael Mahaney, County Administrator	10-4-06
APPROVED BY: DATE:	10-4-06
APPROVED BY: Thomas D. Branan, Jr., Chairman	10-4-06
APPROVED BY: DATE: John A. Crawford, Clerk of Courts	10/6/06
ACCEPTED BY Contractor (2004 R Goodwal) DATE:	9/12/06

<u> </u>	AC	CORD CERTIFIC	CATE OF LIABI	LITY INS	URANC	E		TE (MM/DD/YYY) 4/20/2007
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נ	acks	onville, FL 32257		INSURERS	AFFORDING CO	/ERAGE		NAIC #
INSURED Beachcombers North, Inc.			INSURER A: OV	wners			32700	
		1810 Rambling Ridge Land	e		uto-Owners I	nsurance		18988
		Jacksonville, FL 32225		INSURER C:			_	
1				INSURER 0:			_	
_	·/ED	AGES		MOONEN E.			•	
A K	HE PO NY RI IAY P	OLICIES OF INSURANCE LISTED BELL EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDEL ES. AGGREGATE LIMITS SHOWN MA	OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED H	DOCUMENT WITH A IEREIN IS SUBJECT CLAIMS.	RESPECT TO WHIC T TO ALL THE TERM	H THIS CERTIFICATE MAY US, EXCLUSIONS AND CO	BE I	SSUED OR
INSF	ADD'I		POLICY NUMBER	POLICY EFFECTIVE			7	
	1.	GENERAL LIABILITY	7866770606	05/02/2007	05/02/2008	DAMAGE TO RENTED	3	1,000,000
-	'	X COMMERCIAL GENERAL LIABILITY			<u> </u>	PREMISES (Fa progrence)	5	300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	8	10,000
A				1	ł	PERSONAL & ADV INJURY GENERAL AGGREGATE	5 S	1,000,000
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		X POLICY JECY LOC				711000010 00111107 1100	Ť	2,000,000
		AUTOMOBILE LIABILITY X ANY AUTO	4617409800	12/08/2006	12/08/2007	COMBINED SINGLE LIMIT (Ea scoldent)	\$	500,000
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_		MIRED AUTOS NON-OWNED AUTOS				SODILY INJURY (Per accident)	s	
						PROPERTY DAMAGE (Per accident)	s	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	\$	
	1	EXCESS/UMBRELLA LIABILITY	J			BACH OCCURRENCE	\$	
		OCCUR CLAIMS MADE	·			AGGREGATE	3	
		DEDUCTIBLE		l			3_	
		RETENTION 5		 -		WC STATU- OTH-	*	<u> </u>
	EMPL	KERS COMPENSATION AND LOYERS' LIABILITY			•	E.L. EACH ACCIDENT	8	
		PROPRIETORPARTNERÆXECUTIVE CERMEMBER EXCLUGED?				E.L. DISEASE - EA EMPLOYEE		
	If yes.	describe under HAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	5	-
	OTHE	R				,		
DEE	- Supty	ON OF OPERATIONS / LOCATIONS / VEHICLE	S / EXCLUSIONS ADDED BY ENDORSEM	ENT/ SPECIAL PROVIS	BIONS			
CE	TIFIC	CATE HOLDER		CANCELLAT			<u> </u>	l
Jackson III e beach, I'L Jackson			EXPRATION D 10 DAYS BUT FAILURE OF ANY KIND I	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION CATE THEREOF, THE ISSUING INBURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER MAMED 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				
			Joseph Per	Joseph Perry, III/TAH				

ACORD 26 (2001/08) FAX: 270-1639

@ACORD CORPORATION 1988