

Contract Number CM1449
Bid/RFQ Number NC09-013

AGREEMENT FOR RESTAURANT CONCESSION LEASE AT THE
JUDICIAL ANNEX

THIS AGREEMENT entered into this 27th day of July, 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Amelia Island Food Concept Inc**, located at 899 Nottingham Drive, Fernandina Beach, Florida 32034, hereinafter referred to as "Concessionaire".

WHEREAS, the Board of County Commissioners desires to provide food and beverage services for the Judicial Annex located at 76347 Veterans Way, Yulee, Florida; and

WHEREAS, the County has accepted proposals for such services; and

WHEREAS, Concessionaire, in submitting their proposal, desires to provide certain food and beverage services in the food service area premises (the "Premises") which is located on the first floor, Room 1-082 of the Judicial Annex Building; and

WHEREAS, the County desires to engage the Concessionaire for such services.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the promises and covenants hereinafter contained, the parties agree as follows:

1. The Concessionaire shall provide food and beverage services in the Premises as described in Exhibit "A", attached hereto and incorporated by this reference, for a period of two (2) years commencing on or before August 15, 2009, or the date of execution of this Agreement if later than the aforementioned date. The County may extend this Agreement for three (3) additional one-year terms, renewable under the same terms and conditions. Notice of the term extension shall be in writing served upon the Concessionaire at least sixty (90) days prior to the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective. After the term extension has been exercised the County shall have the right to extend this Agreement for an additional term of up to four (4) months by giving the Concessionaire

order for such extension to be effective. Provided, however, that the County may terminate such additional term by giving the Concessionaire at least five (5) days written notice of such termination. All financial commitments by the County shall be subject to the appropriation of funds approved by the County and the limitations on future budget commitments provided under applicable Florida law. Nassau County abides by the provision set forth in Florida Statutes relative to appropriation of Funds.

2. For the use of the facilities and equipment at the Nassau County Judicial Annex, the Concessionaire shall pay to the County a lease fee as specified under Exhibit "B", Lease Agreement, attached hereto and incorporated by this reference.

3. For such consideration, Concessionaire shall furnish all food, supervision, labor, materials and equipment to complete the requirements of this Agreement.

4. The Concessionaire shall indemnify and hold harmless the County and its officers and employees, from liabilities, damage, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Concessionaire and any persons employed or utilized by the Concessionaire.

In any and all claims against the County or any of its agents or employees, by any employee of the Concessionaire, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Concessionaire or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

5. The Concessionaire shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Concessionaire is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Concessionaire under the Contract.

Workers' Compensation: The Concessionaire shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute

Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Concessionaire shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Concessionaire does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Concessionaire to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the service to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of service to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of construction. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of

Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

6. The Concessionaire shall obey all federal, state, county laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (ISHA) laws, Family Medical Leave Act (FMLA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and the Concessionaire shall hold the County harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the county as a result of such violation.

7. Any contractual arrangement between the County and the Concessionaire shall be consistent with, and be governed by, the ordinances of Nassau County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Nassau County, Florida.

8. Either party may terminate this Agreement under the following conditions:

A. County shall have the right to cancel this Agreement if Concessionaire shall fail to, neglect to do, or perform or observe any of the terms or conditions of this Agreement and such failure or neglect continues for a period of thirty (30) days after the County has notified Concessionaire in writing of Concessionaire's default thereunder, or if Concessionaire is declared to be bankrupt or insolvent according to law, or if any assignment of its property is made for the benefit of creditors, then in any of said cases or events this Agreement may be terminated and the County may, at its option, immediately or at any time thereafter without demand or notice, enter into, and upon, the Premises or any part thereof, and repossess the same, and expel Concessionaire and those claiming

by, through, or under it, and remove its effect, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy that the county may have.

B. Concessionaire shall be allowed to cancel this Agreement under the following conditions:

(1) County's cessation of use or abandonment of the Judicial Annex Building; or

(2) The default of the County in the performance of any covenants or agreements contained in the Agreement to be performed by the County and the failure of the County to remedy its default, for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

(3) Concessionaire may cancel the Agreement with sixty (60) days prior written notice to the County for reasons of financial duress which the County shall verify by an examination of the Concessionaire's records in accordance with generally accepted auditing standards (GAAS). Concessionaire must show a net loss during the previous four (4) months of the date of request.

7. In the event Concessionaire shall hold over and remain in possession of the Premises leased under this Agreement after the expiration date without written renewal thereof, such holding over shall not be deemed as a renewal or extension of the Agreement, but shall only create a tenancy from month to month that may be terminated at any time by the County.

8. If this Agreement is canceled or terminated as provided herein, Concessionaire shall pay the County the percentage of the lease amount due on a prorated basis as calculated by the County.

9. The Concessionaire, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services.

10. The Concessionaire is not an employee of the County for any purpose whatsoever. The Concessionaire is an independent contractor at all times during the performance of the services specified herein.

11. All notices shall be directed to the following addresses:

The County (Contract Monitor):

Conni Romano
76347 Veterans Way
Room 3-027
Yulee, FL 32097

The Concessionaire:

Amelia Island Food Concepts
899 Nottingham Drive
Fernandina Beach, FL 32034

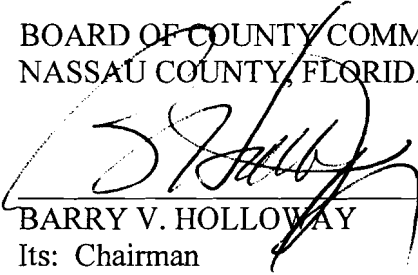
12. This Agreement shall not be assigned by either party without the prior written consent of the other party.

13. The Concessionaire's obligations are solely to the County and the County's obligations are solely to the Concessionaire. This Agreement shall confer no third party rights whatsoever.

14. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both an authorized representative of the Concessionaire and by the County. The terms of this Agreement shall supersede any additional or conflicting terms or provision that may be set forth or printed on the Concessionaire's service plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Concessionaire that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the County. The intent of the parties is that the terms of this Agreement and the attachments hereto shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



BARRY V. HOLLOWAY
Its: Chairman

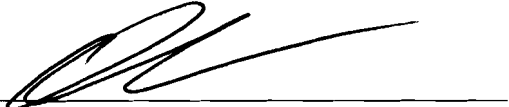
Attest to authenticity of Chair's
signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

ERIC 7/27/09

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

[Vendor Signature on Next Page]

AMELIA ISLAND FOOD CONCEPT INC

William O'Leary

By: William O'Leary
Its: President

ACKNOWLEDGEMENT

State of Florida)

:ss

County of Nassau)

The foregoing Agreement was acknowledged before me this 27th day of
July, 2009, by William O'Leary, the
(Name of person signing Agreement)
President of Amelia Island Food Concepts *(state)*
(Title of person signing Agreement) *(Business Name)*

(type of entity).



Charlotte J. Young
NOTARY PUBLIC, residing in

Nassau County

My Commission Expires: 11/07/09

EXHIBIT "A"

SCOPE OF SERVICES

**RESTAURANT CONCESSION LEASE AT THE
NASSAU COUNTY JUDICIAL ANNEX**

1. GENERAL

- 1.1 The Concessionaire, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.
- 1.2 The Concessionaire shall assume full responsibility for damage to County property caused by the Concessionaire's employees or equipment as determined by designated County personnel.
- 1.3 The Concessionaire shall be solely responsible for the safety of the Concessionaire's employees and others relative to the Concessionaire's services, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- 1.4 The Concessionaire shall possess and keep in force all licenses and permits required to perform the services of this Agreement.
- 1.5 The Concessionaire shall furnish to the County's Contract Monitor, in writing, the names and telephone numbers (including cellular and pager numbers), of Concessionaire's owner or on-site manager. At the request of the County, Concessionaire shall furnish County with a list of employees and County reserves the right to perform a security background investigation on Concessionaire's employees performing services under this Agreement. Concessionaire shall inform the Contract Monitor in writing of changes in personnel providing services under this Agreement.
- 1.6 For security and access to the facility, the County will issue a security badge to the Concessionaire and its employees. The County will supply the first badge; any lost badges **must be reported immediately** so that security can remove the badge from the system. The cost of a new or replacement badge will be charged to the Concessionaire.
- 1.7 No guarantee of the actual usage of food services is implied or expressed by this Agreement.

2. RESPONSIBILITIES OF THE CONCESSIONAIRE

2.1 Concessionaire shall provide the services listed below and conform with the conditions of this Agreement that shall include, but may not be limited to, the following.

2.1.1 Description of Concession

During the term of this Agreement Concessionaire shall be granted the right to operate a restaurant and food concession business serving food and non-alcoholic beverages to County employees as well as the general public in the leased premises. County reserves the right to bring catered and other food and beverage services into the building for meetings and other events.

In the event of conflict between Concessionaire herein and any other lessee or concessionaire in the building, as to the items and merchandise to be sold by the respective concessionaires or lessees, Concessionaire agrees that County shall make the final decision as to which items or merchandise may be sold and agrees to be bound by the decision of the County.

2.1.2 Investment by Concessionaire Required

Concessionaire shall provide all additional furnishings and appliances that may be necessary to conduct business in a proper manner and all other items necessary to the concession other than leasehold improvements provided by the County. All of the items to be furnished by Concessionaire shall be subject to the approval of the County and the Nassau County Health Department. Concessionaire shall make no alterations, additions or replacements, without obtaining written approval from the County's Contract Monitor prior to making such changes.

Concessionaire shall maintain and provide County with a list of all its equipment provided at the Concession. Said inventory list shall identify each piece of equipment by brand name, model number, and serial number. Concessionaire shall immediately provide County with written notification of changes in its equipment inventory.

2.1.3 Hours of Operation

Concessionaire shall have the leased premises open for business to the public on a year round basis except for Saturdays, Sundays, and County observed holidays. The hours of operation shall be 8:00 a.m. to 2:00 p.m. Any modification of these hours shall be submitted in writing to the County for review. County approval shall be in writing.

2.1.4 Type of Operation

Concessionaire shall maintain and operate the concession in a first-class manner and shall keep the leased premises in a safe, clean, orderly, and attractive

condition at all times. The restaurant is to be operated as a convenience to the employees and the public in general; therefore all food, drinks, beverages, confections, and other items sold or kept for sale under the concession shall be of high quality, wholesome, and fresh at moderate prices. All items shall conform, in all respects, to federal, state and municipal food laws, ordinances, and regulations. Concessionaire shall hold a currently County Restaurant License and shall maintain said restaurant to Grade-A Standards. All food and other merchandise kept for sale shall be subject to inspection by the County. The service shall be prompt, sanitary, courteous, and efficient. Complaints about service or food quality shall be dealt with promptly, courteously and to the County's satisfaction.

2.1.5 Scope of Service

The recommended menu items and services include, but shall not be limited to hot and cold, non-alcoholic beverages, breakfast menu such as cereal, breakfast sandwiches or wraps, eggs, meat, and breads; lunch menu such as hot and cold sandwiches or wraps, soups, salads, vegetables, fruits, deserts, baked goods, and departmental catering when requested.

The Concessionaire may be required to provide small catering efforts for up to twenty (20) persons in conference rooms on an "as needed" basis.

2.1.6 Concessionaire's Employees

Concessionaire shall retain an active, qualified, competent and experienced manager to supervise the concession operations. The manager shall be authorized to represent and act on behalf of Concessionaire.

Concessionaire's employees shall be experienced and efficient workers and be clean, courteous, and neat in appearance and shall be properly licensed as food handlers. Concessionaire shall not employ any person or persons, in or about the leased premises, who shall use improper language or act in a loud or boisterous or otherwise improper manner. Concessionaire shall dispense with the services of any employee whose conduct the County feels is detrimental to the best interest of the County.

Each employee of the Concessionaire shall be fingerprinted and approved by the County prior to the employee working in the building.

2.1.7 Laws and Ordinances

Concessionaire shall make no unlawful or offensive use of the premises. Concessionaire shall obey all the laws, ordinances, regulations, and rules of the federal, state, county governments that may be applicable to its operations. Concessionaire shall provide food and beverages that shall be prepared in

accordance with State and local health standards. The operation shall be in accordance with all applicable State and local requirements. Concessionaire shall obey all applicable mandates of the Nassau County Health Department and shall provide a copy of all Health Department inspection reports and requirements to the County's Contract Monitor.

2.1.8 Garbage Disposal

Concessionaire shall comply with all County procedures for the disposal of garbage. Concessionaire shall double-bag (if less than 1.5 mil thickness trash bag is used) and seal garbage and shall deliver it to a County designated site at the Judicial Complex. Concessionaire shall not pile bags, boxes, cartons, barrels or other similar items in an unsightly or unsafe manner, on or about the leased premises. County shall provide scheduled refuse pickup.

2.1.9 Quality, Price, and Product Control

Concessionaire shall serve and dispense quality foods and products in adequate portions, at prices that shall be reasonable and comparable to those maintained at other similar restaurants and food dispensing concessions in Nassau County. County shall approve all prices charged by Concessionaire. Failure on the part of Concessionaire to promptly correct, rectify, or modify its price, quality, or quantity schedules, upon receipt of written notice by the County, shall be cause for cancellation of this Agreement.

2.1.10 Records of Concessionaire

- A. With respect to business done by Concessionaire in said concession operation, Concessionaire shall keep true and accurate accounts, records, books, and data, that shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not), and also the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all Concessionaire's business done upon and within said concession premises. Such records shall also show sales taxes paid. Sales taxes shall be excluded from gross receipts.
- B. The term "gross receipts" as used in this Agreement shall mean the aggregate amount of all sales made and services performed for cash, or credit, or otherwise. This shall include sales of every kind, name, and nature, including receipts from all catering activities including all receptions or food served off the site if prepared or assembled on site, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at

- the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is the greater.
- C. Concessionaire shall, on or before the 15th day of each and every month during the term of this Agreement, submit to the County a detailed statement in accordance with generally accepted auditing standards (GAAS) showing the gross receipts from the operation of the concession for the preceding calendar month. These reports shall show such reasonable detail and breakdown as may be required by the County.
 - D. Concessionaire shall furnish, within one hundred twenty (120) days of each anniversary date of this Agreement, a certified financial report prepared by a CPA, in accordance with GAAS, including its gross receipts and expenditures and such other information as is required for such a statement by the accounting profession.
 - E. County and its agents shall have the right, at all reasonable times and at all ordinary business hours of the day, to inspect and examine such records, cash registers, books and other data as required to confirm the gross receipts as defined in this Agreement.

2.1.11 Inspection

Concessionaire shall allow the County's authorized representatives to access to the premises leased exclusively to Concessionaire, at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to, or connected with the performance of its obligations hereunder, or in the exercise of this governmental functions including security.

2.1.12 Ingress and Egress

Subject to regulations governing the use of the Judicial Annex Building, Concessionaire, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of food shall have the right of ingress to and egress from the premises leased exclusively to Concessionaire.

2.1.13 Assignment and Subletting

Concessionaire shall not assign, transfer, sublease, pledge, hypothecate, surrender, otherwise encumber, or dispose of this Agreement or any estate created by this Agreement, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises, without the written consent of the County being first obtained.

2.1.14 Surrender of Premises

The Concessionaire shall surrender the premises at the expiration or termination of this Agreement, in the same condition, or as near to the original condition, prior to this Agreement, as reasonable possible, ordinary wear and tear excepted.

2.1.15 Signs

Signage on the exterior of the building or in the leased premises, including windows, is prohibited unless prior written authorization is granted by the County. The working, size, shape, type and all other aspects of authorized signage shall be strictly regulated by the County.

2.1.16 Janitorial

The restaurant space shall be maintained in a clean and orderly condition at all times. Floors, ceiling walls, counters shall be thoroughly deep-cleaned on a weekly basis to remove all grease, food and beverage spillage, dust and dirt from these surfaces. If inspections performed by the County reveal deficiencies, the Concessionaire shall promptly take care of these conditions. If after thirty (30) days notice deficiencies still remain the County shall have the right to perform required services and charge the Concessionaire for the costs incurred.

2.1.17 Cost of Operations

With the exception of costs for heating, electricity, water and garbage disposal Concessionaire shall bear, at its own expense, costs of operating the concession and shall pay other costs connected with the use of the lease premises and facilities, including maintenance (except building structure and outside walls and roof), insurance, any and all taxes, janitor service and supplies, and all permits and licenses required by law.

2.1.18 County Owned Equipment

The concession lease shall include the Concessionaire's use of the County owned kitchen and dining room equipment, furnishings and fixtures listed in Exhibit "D", attached and incorporated by reference. County shall only be responsible for maintaining the operational functionality of equipment fixtures and furnishing which is County owned (e.g., motors, parts, refrigerants). In the event of equipment malfunction, County shall determine whether the equipment shall be repaired, replaced, or disposed of and not replaced. Concessionaire shall be responsible for the day-to-day maintenance and cleaning of the equipment and furnishings to ensure that they operate and function as intended. If Concessionaire desires to provide its own dining room furnishings (tables and chairs) and/or restaurant equipment Concessionaire shall first obtain the County Contract Monitor's written approval. Concessionaire shall be responsible for all costs of providing its own furnishings and equipment.

2.1.19 Damage or Destruction of Premises

If the premises leased to Concessionaire should be partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the County at its own cost and expense. If the damage should be so extensive that, in the opinion of County the premises shall be made untenable, but capable of being repaired in thirty (30) days, the damage shall be repaired with due diligence by the County at its own cost and expense, and the fees payable to the County shall be paid up to the time of such damage and thereafter cease until such time as the premises may be fully restored and Concessionaire recommences operations. In the event the premises, in the opinion of County, should be destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that site shall remain untenable for more than thirty (30) days, the County shall be under no obligation to repair and reconstruct the premises. If within twelve (12) months after the time of such damage or destruction the premises have not been repaired or reconstructed, Concessionaire may give the County written notice of its intention to cancel the Agreement in its entirety as of the date of such damage or destruction. If damage to the leased premises is due to the Concessionaire then the Concessionaire shall be required to pay to restore the facility to full operational status.

2.1.21 Access and Audits

The Concessionaire shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the services for at least three (3) years after completion of this Agreement. The County and the Clerk of Court shall have access to such books, records, and documents as required in the Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's expense, upon five (5) days' written notice.

3. ADDITIONAL AGREEMENTS

3.1 Rules and Regulations

County shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Judicial Annex Building and related facilities that Concessionaire shall observe and obey.

3.2 Option of County to Purchase Personal Property

Upon termination of this Agreement through passage of time or otherwise, all rights, title or interest of Concessionaire in or to any of the leasehold improvements and fixtures, including carpets that have been affixed to the real property constituting the leased premises shall immediately be vested in the County. All other personal property of Concessionaire, such as furniture, fixtures

and equipment that has not been attached or affixed to the leasehold premises shall remain the property of Concessionaire upon such terminated of this Agreement, subject, however, to the right of the County, within ten (10) days after such termination, to acquire all of Concessionaire's right, title and interest in amount equal to the original payment price less annual depreciation rate of fifteen percent (15%) per annum (15% per year of the original purchase price) from the date same was purchased. The purchase value shall be established by verified invoices. Invoices shall state the date of purchase, amount paid, whether equipment was new or used and date of initial use on the premises leased hereunder.

EXHIBIT "B"

LEASE AGREEMENT

**RESTAURANT CONCESSION LEASE AT THE
NASSAU COUNTY JUDICIAL ANNEX**

I. FEES

- A. The County is offering gratis for the initial six (6) month lease period.
- B. Concessionaire shall pay a monthly lease amount after the initial six (6) month period, which amount shall be based on the costs associated with the use of the premises.

At least thirty (30) days prior to the expiration of the initial six (6) month lease period the County shall negotiate with the Concessionaire the monthly lease amount. The monthly lease amount shall be based on the actual costs of Concessionaire's use including, but not limited to utility costs, costs of meeting security requirements (id badges, background checks), costs incurred for contract monitoring, costs of garbage disposal, and any other costs directly resulting from Concessionaire's use. These costs will be evaluated during the six month gratis period and will be used to determine the monthly lease amount.

II INVOICING AND PAYMENT

Concessionaire shall make monthly payments to County for the concession pursuant to this Agreement. Monthly payments shall be due and payable to the County on or before the fifteenth day of each month following the month for which said payment shall be payable.

Payments shall be submitted to:

Nassau County Board of County Commissioners
c/o John A. Crawford, Ex-Officio Clerk
76347 Veterans Way
Suite 456
Yulee, Florida 32097

EXHIBIT "C"

**EQUIPMENT AND FURNISHINGS LIST
NASSAU COUNTY JUDICIAL ANNEX
Room 1-082**

The equipment list below shall be reviewed and verified by the selected concessionaire prior to entering into an agreement. If changes are made or if discrepancies are discovered the list shall be amended and a new list developed. During the term of this Agreement if changes in equipment are desired, Concessionaire shall make a written request to the County Contract Monitor. Any County approved modifications shall be noted on the equipment list. At least thirty (30) days prior to the termination of this Agreement Concessionaire shall meet with the County Contract Monitor to verify equipment in place and to review the condition of the equipment.

Equipment	Manufacturer	Model	Serial #
Instant water heater	Eemax	SP3208	0345263
3 compartment, 2 faucet sink	Advance		
Porcelain hand sink	Glacier Bay		
Center pull towel dispenser	Georgia Pacific		
IP telephone	Cisco Systems	7960	INM07391B59 (BOCC I.D.# 1009)
3 – 2'x3' tables			
6 – chairs	Gunlocke	Pattern #9901	