



## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Board of County Commissioners of Nassau County and Charmaine Woodward, 9666. Chester Road, Yulee, Florida 32097.

WHEREAS, the Board of County Commissioners of Nassau County, Florida, desires that the Yulee Sports Complex-Gym, located in Yulee, Florida, be maintained in an orderly and clean manner for the public, and that a schedule for rental of same be maintained, and

WHEREAS, Charmaine Woodward has agreed to perform the service of keeping a rental schedule and to maintain the building in a clean manner.

IT IS AGREED, by and between the parties, for and in consideration of the mutual covenants contained herein that:

1. Custodian shall clean Yulee Sports Complex-Gym, located in Yulee, Florida, each and every month commencing on the date of this agreement and extending for a period of one year thereafter. Both parties may mutually agree to extend the one-year period.
2. The cleaning schedule each month shall be agreed upon by the parties by letter, which shall be attached to the contract. The parties shall reach said agreement within thirty days of the parties' execution and failure to reach an agreement shall cause the contract to be terminated.
3. The terms of this agreement shall be annual and renewable, commencing on the date of this Agreement, and thereafter until terminated by sixty (60) day written notice by either party to the other.
4. Custodian duties include but not limited to the following:
  - a. Maintaining rental schedule/calendar for County Rental Facility as indicated.
  - b. Meet potential renters, provide access when rented, check the facility after the rental and fill out all the appropriate paper work each month.
  - c. Custodian is to insure all rental and hold harmless agreements are executed to secure the date and time requested of the renter and all deposit and rental fees are collected. All renters are required to

enter into a rental agreement, sign a hold harmless agreement, provide a deposit and pay for the rental period of use. When renters are Fee Exempted by the BOCC, Rental Agreement, Hold Harmless agreement and Deposits are still required. BOCC departments may use facilities for official use without agreements or deposits.

- d. Maintain the building in a clean manner, provide own cleaning supplies (with the exception of Custodial Supplies provided for the restrooms used by Library Staff and Patrons at the Bryceville Community Center ).
- e. It is the Custodians responsibility to report to the Building Maintenance Department Director any violation of the rental agreement. Violations may void the returning of Security Deposit:
  - Security deposits: Security deposits will be forfeited if the building or contents are damaged or gentlemen and lady-like conduct is not maintained and law enforcement is called to the site or gas cookers are used in the facility or consumption of alcoholic beverages or smoking or illegal activity of any kind is conducted or the facility is not left in the same condition of cleanliness and neatness as found and all trash removed from the facility.
5. Custodian shall be compensated \$50.00 for each executed rental agreement.
6. Custodian shall submit on a monthly basis an invoice for keeping a rental schedule and maintaining the building in a clean manner, the same being paid in accordance with Florida Statutes. Along with the service invoice, Custodian shall submit, monthly, Form FD-15 "Rental Fees" with attached rental agreements and all rental monies collected, all fee exempt rental agreements need to have the Board Approved Fee Exemption attached,
7. Custodian is an independent contractor, and there are no restrictions or limitations as to any other contractual obligations for his/her services.

EXECUTED this 20<sup>th</sup> day of November, 2009.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



Edward Sealover, County Coordinator  
Its: Designee

Charmaine Woodward  
Custodian Signature



\_\_\_\_\_  
Printed Name