

A G R E E M E N T

THIS AGREEMENT entered into this 8th day of November, 2010, 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 Basketball, a Florida not-for-profit corporation, hereinafter referred to as the "Organization".

FOR and IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Organization shall utilize the County's sports Gym located at Yulee Sports Complex.
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. The Organization shall be responsible for the following:
 - a. Cleaning of the buildings.
 - b. Any park improvements shall be paid for by the Organization, but only with prior written approval of

the County or its designee, the Parks and Recreation Department.

c. The cost of maintenance, cleaning, repair, and replacement of all kitchen cooking equipment shall be borne equally by the Organization(s) utilizing the concession stand at the sports complex. The County will schedule for professional hood cleaning and the Ansul System Inspections. The County will bill only the Organization(s) which utilize the kitchen cooking equipment, and the Organization(s) shall pay for its share of the professional hood cleaning annually.

d. Ice machine filter replacement cost.

e. Refrigeration - the responsibility of the Organization.

f. Restrooms - the Organization shall be responsible for cleaning after each days use.

g. Garbage - the Organization shall be responsible for placing the garbage in the receptacles and emptying the receptacles into the dumpsters after each days use.

4. The Organization shall provide to the County, at the start of each season, a schedule of the Organization's games.

5. The Organization shall provide, once (1) a year, the number of teams per season and number of participants per team.

6. Access to the County Sports Complex will be denied to any Organization that does not have a fully executed Agreement.

7. Each Organization will use www.rapsheets.com or a similar service, at the expense of the Organization, for background checks of all individuals involved with the sports program, including, but not limited to, managers, coaches, and volunteers. 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.

8. Each of the County's Sports Associations must utilize the Concession Stand to sell concessions. The Organization must yield the selling of concessions to that of the seasonal organization. No food or beverage shall be supplied "for sale" outside the Concession Stand when the Concession Stand is open. No grills or open flame shall be used for cooking.

9. The Organization shall provide the name and proof of insurance to the Parks and Recreation Department for any

outside vendors prior to the vendor entering or operating on County property.

10. The Organization shall follow the County rules in Ord. No. 2000-46, as amended (Section 23 of Nassau County Code of Laws and Ordinances.

11. MODIFICATION: No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. The terms of this Agreement will be open for discussion during the First (1st) Quarter Recreation Commission meeting each year.

12. INDEMNIFICATION: Organization shall indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Organization, any vendor, anyone directly or indirectly employed by any of them, visitors, spectators,

participants, or anyone for whose acts any of them may be liable in the utilization of the sports complex; or b). Violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Organization in the use of the facility; or c). Liens, claims or actions made by the Organization or any vendor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including Attorney's fees, incurred by the County to enforce this agreement shall be borne by the Organization.

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

The Organization shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

County reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Organization under the indemnification

agreement. Nothing contained herein is intended nor shall it be construed to waive County's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

13. ASSIGNMENT AND WARRANTIES: The parties agree that the duties and responsibilities hereunder may not be assigned without prior express written permission of the other party. Both parties warrant that they will perform their respective obligations under this agreement in compliance with all applicable laws, orders, or regulations of all appropriate jurisdictions.

14. GOVERNING LAW: This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, and the Parties stipulate venue for matters relating to the subject of this Agreement shall be in the County of Nassau.

15. NO WAIVER: The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

16. ENTIRE AGREEMENT: This Agreement sets forth the final and complete understanding of the parties. It is


understood and agreed that there are no other representations with respect to this agreement and this agreement supersedes all prior discussions, agreements and understandings relating to this subject matter hereof.

17. MISCELLANEOUS PROVISIONS CLAUSE: Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

18. SEVERABILITY: Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



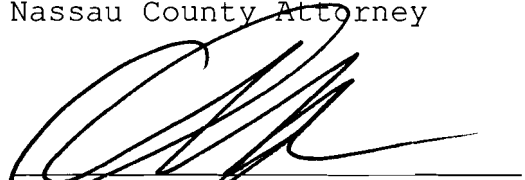
Michael H. Boyle
Its: Chairman

ATTEST: *Signature only*



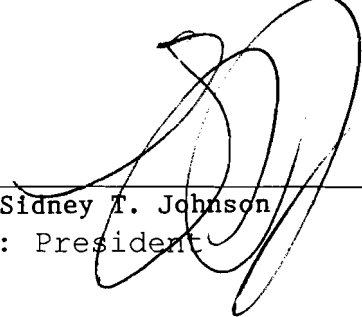
JOHN A. CRAWFORD
Its: Ex-Officio Clerk
By [Signature] Hall 11/17/10

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

ORGANIZATION: YULEE BASKETBALL



By: Sidney T. Johnson
Its: President