

6C-1

<b>Meeting Date:</b>	<b>October 21, 2014</b>	<input type="checkbox"/> <b>Consent</b>	<input checked="" type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>	<b>Facilities Development &amp; Operations</b>		

**Motion and Title: Staff recommends motion to approve:** a Concessionaire Service Agreement with Tennis Insights, Inc., for the management and operation of the concession building at the Tennis and Racquetball Center in Burt Aaronson South County Regional Park southwest of Boca Raton for \$16,800/year commencing on November 1, 2014.

**Summary:** The Parks and Recreation Department (Parks) manages and operates the Tennis and Racquetball Center (Center) at Burt Aaronson South County Regional Park through an existing Concessionaire Service Agreement (CSA) with Tennis Insights, Inc., that expires on October 31, 2014, and no extension options remain. Rent under the existing CSA is \$16,060/year. In August 2014, PREM advertised a Request For Proposal (RFP) for the management and operation of the Center. One (1) proposal was received from Tennis Insights, Inc., the current concessionaire, and a Selection Committee ranked the proposal as responsive. The Annual Rent under the new CSA is \$16,800/year (\$1,400/month), with two percent (2%) annual increases. The initial term of the CSA is for three (3) years with two (2) options to extend, each for a period of three (3) years. County has the right to terminate after the initial term with ninety (90) days written notice. Parks will have the responsibility of administering the CSA. **(PREM) District 5 (HJF)**

**Background and Policy Issues:** The RFP was advertised on the PREM and Parks websites, on Channel 20's Community Bulletin Board, in the Palm Beach Post on August 10, 2014, and August 17, 2014, and posted at the Center. On August 20, 2014, a mandatory pre-proposal conference was held to explain the RFP. Only two (2) firms attended. Various questions were raised including whether a respondent could implement capital improvements to the Center in exchange for automatic term extensions. Two (2) Addendums to the RFP were issued that revised wording to offer this option. On September 19, 2014, Tennis Insights, Inc., submitted the only proposal but did not offer sufficient capital improvements to warrant automatic term extensions. On September 23, 2014, a Selection Committee consisting of one (1) representative from PREM and two (2) representatives from Parks reviewed the proposal from Tennis Insights, Inc., and deemed it responsive. The CSA will commence on November 1, 2014. Tennis Insights, Inc., is a Florida corporation and has provided the Disclosure of Beneficial Interests listed as Attachment #4. The Disclosure identifies Peter Davis, President, as holding a 100% beneficial interest in Tennis Insights, Inc.

1. Location Map
2. Concessionaire Service Agreement
3. Budget Availability Statement
4. Disclosure of Beneficial Interests

**Army Worf**  
**Department Director**

9/26/14  
Date

  
County Administrator

10/15/14  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$15,400)	(\$17,108)	(\$17,450)	(\$1,456)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$15,400)	(\$17,108)	(\$17,450)	(\$1,456)	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   X   No \_\_\_\_\_

Budget Account No: Fund   0001   Dept   580   Unit   5250   Object   4726    
Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

The initial term of the CSA is for three (3) years commencing 11/1/2014 and expiring 10/31/2017. The Annual Rent of \$16,800 (\$1,400/month) will commence on 11/1/2014, and will increase two percent (2%) on 11/1/2015 and on 11/1/2016.

C. Departmental Fiscal Review: \_\_\_\_\_ *10.2.14*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development Comments:

*[Signature]* 10/1/2014  
OFMB *10/6 10/6 10/6*

*[Signature]* 10/10/14  
Contract Development and Control  
*10-9-14 [Signature]*

### B. Legal Sufficiency:

*[Signature]* 10/15/14  
Assistant County Attorney

### C. Other Department Review:

*[Signature]*  
Department Director

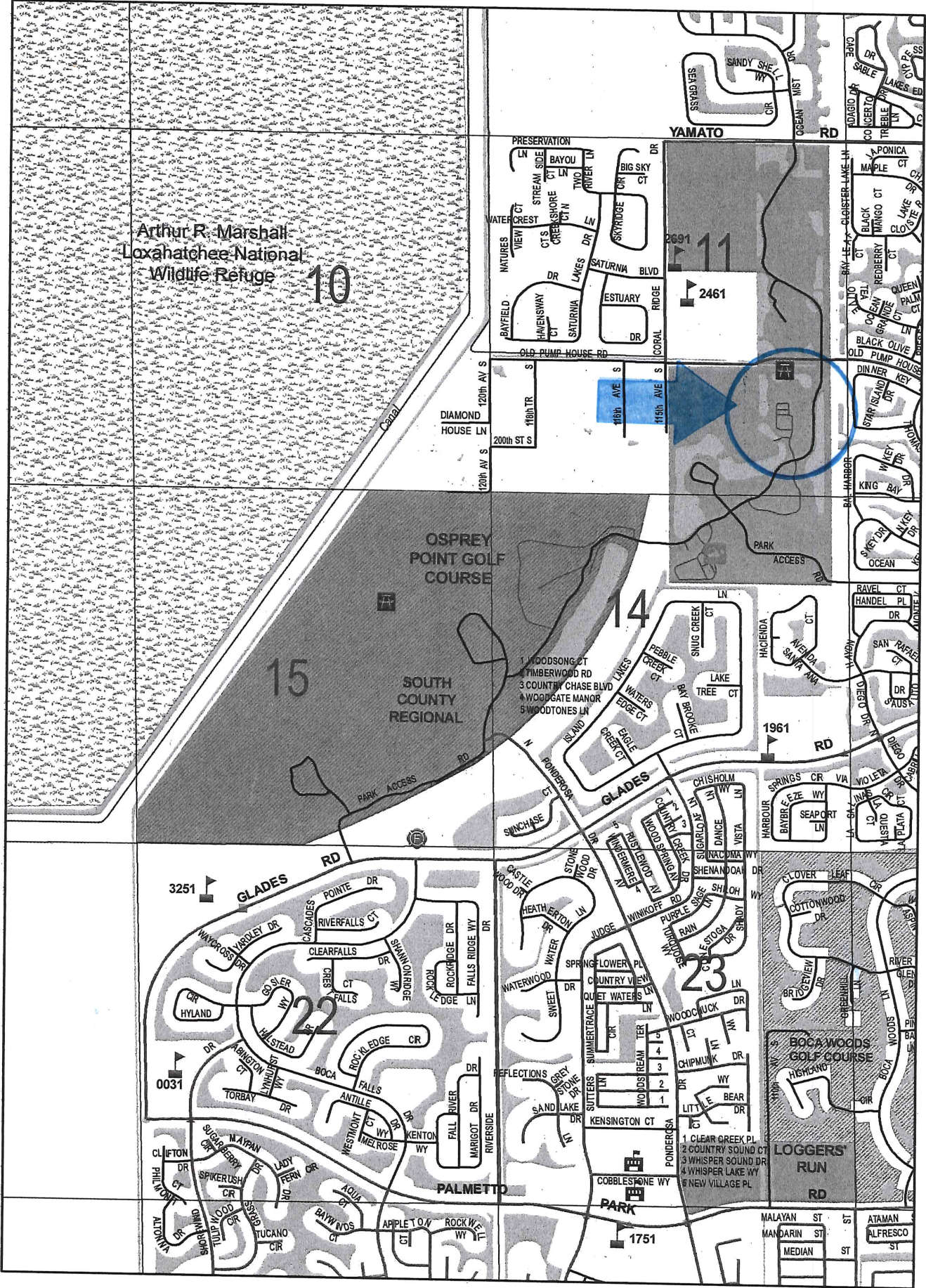
**This summary is not to be used as a basis for payment.**



TWP 47

TWP 47

TWP 47



RNG 41

See pg 127

RNG 41

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LOCATION MAP

**PALM BEACH COUNTY**

**CONCESSIONAIRE SERVICE AGREEMENT**

**between**

**PALM BEACH COUNTY**

**A POLITICAL SUBDIVISION OF THE**

**STATE OF FLORIDA**

**(County)**

**and**

**TENNIS INSIGHTS, INC.**

**(Concessionaire)**



## CONCESSIONAIRE SERVICE AGREEMENT

**THIS CONCESSIONAIRE SERVICE AGREEMENT**, hereinafter referred to as "Agreement" is made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and Tennis Insight Inc., a Florida corporation (type of entity) (EIN: # 65-0341502), hereinafter referred to as "Concessionaire".

### WITNESSETH:

**WHEREAS**, County is the owner of certain real property, including the improvements located thereon, as more specifically described hereinafter and as shown in the aerial photograph attached hereto as Exhibit "A", a portion of which Concessionaire desires to use for operation of a concession; and

**WHEREAS**, Concessionaire has demonstrated experience as a Tennis & Racquetball Center concessionaire; and

**WHEREAS**, Concessionaire was selected through the competitive proposal process to use such property and improvements for such purposes; and

**WHEREAS**, Concessionaire has indicated a willingness and demonstrated the ability to properly finance, operate, and manage said activities in accordance with the terms of this Agreement; and

**WHEREAS**, County is willing to allow such property and improvements to be used by Concessionaire for the uses set forth herein.

**NOW THEREFORE**, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I

#### BASIC AGREEMENT PROVISIONS

##### Section 1.01 Licensed Area

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Concessionaire to be observed and performed, the County provides to the Concessionaire, and Concessionaire accepts from County, the concession area designated as the Tennis & Racquetball Center on Exhibit "A" attached hereto and made a part hereof (the "Licensed Area"). The Licensed Area consists of eighteen lighted tennis courts, one lighted tournament center court, twelve racquetball courts, a 2,000+/- square foot pro shop (the "Pro Shop"), and a 146-car parking lot. The Licensed Area is located within Burt Aaronson South County Regional Park, 11200 Park Access Road, Boca Raton, Florida and is shown in the aerial photograph attached as Exhibit "A-1", attached hereto and made a part hereof (the "Park"). The Licensed Area does not include the following areas designated on Exhibit A-1: (i) the public restrooms located adjacent to the parking lot, and (ii) the playground area, which area consists of playground equipment, a sand pit and benches, tables and grills, and gazebo-type structures (the public restrooms and playground area shall be referred to collectively as the "Not Included Area"). The Not Included Area is part of the Park.

##### Section 1.02 Parking

Vehicle parking at the Park is designated exclusively for visitors participating in recreational activities at the Park, as well as Park and concession staff, on a first-come, first-served basis.

### **Section 1.03 Special Activities**

Concessionaire shall notify the County's Director ("County's Representative") of Financial and Support Services, Parks & Recreation Department (the "Department"), in writing, at the address set forth in Section 18.03(a) of this Agreement, at least five (5) business days in advance if special activities are planned; however, permission to allow special activities will be granted or denied at Department's sole and absolute discretion.

### **Section 1.04 Length of Term and Commencement Date**

The term of this Agreement shall commence upon the first day Concessionaire opens its concession for business on the Licensed Area (the "Commencement Date"), as provided for herein, and shall extend for a period of three (3) years thereafter (the "Term") unless sooner terminated pursuant to the provisions of this Agreement. The Commencement Date shall occur no later than thirty (30) days after the Effective Date as defined in Section 18.16.

The exact Commencement Date shall be established by written notice from Concessionaire to the County at the addresses set forth in Section 18.03(a), which notice shall be provided at least 3 business days in advance of the anticipated Commencement Date. If the Commencement Date has not occurred within thirty (30) days after the Effective Date, the same shall be considered an Event of Default by Concessionaire under Section 13.01, and County shall have all remedies available to it under this Agreement.

### **Section 1.05 Option to Extend**

County hereby grants to Concessionaire, provided Concessionaire is not then in default of this Agreement, the right and option to extend the Term of this Agreement for two (2) successive periods of three (3) years each under the same terms and conditions as this Agreement and commencing upon the expiration of the initial Term of this Agreement or any extension thereof. Concessionaire shall exercise its option to extend, if at all, by written notice to the County received by the County no sooner than one hundred eighty (180) days but no later than one hundred twenty (120) days prior to the expiration of the initial Term of this Agreement or any extension thereof. Failure of Concessionaire to duly and timely exercise its option to extend the Term of this Agreement shall be deemed a waiver of Concessionaire's right to said extension option and all further extension options.

### **Section 1.06 Excuse of County's Performance**

Anything in this Agreement to the contrary notwithstanding, the County shall not be deemed in default with respect to failure to perform any of the terms, covenants and conditions of this Agreement if such failure to perform shall be due to any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the County.

### **Section 1.07 Customer Service**

Concessionaire shall place a sign provided by the Department in a location on the Licensed Area designated by County, stating:

This business occupies space owned by Palm Beach County. If any customer cannot resolve any customer complaint with the business owner, they may forward the details of their complaint, in writing, to: Palm Beach County Parks & Recreation Department, Attention: Director, Parks Financial and Support Services, John Prince Park, 2700 Sixth Avenue South, Lake Worth, FL 33461.

Concessionaire shall work diligently to resolve customer complaints regarding service or other issues.

**Section 1.08 Amount of Deposit**

Concessionaire, simultaneously with its execution of this Agreement, has deposited with the County the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) as security for the full, faithful and timely performance of each and every term, covenant and condition to be performed by Concessionaire under this Agreement (the "Security Deposit"). The Security Deposit may be commingled with other funds of County, and County shall have no liability for the accrual or payment of any interest thereon. In the event of the failure of Concessionaire to keep and perform any of the terms, covenants and conditions of this Agreement to be kept and performed by Concessionaire, then the County, at its option, may appropriate and apply said Security Deposit, or so much thereof as County may deem necessary, to compensate the County for all loss or damage sustained or suffered by County due to such default or failure on the part of Concessionaire. In no event shall the amount of said Security Deposit be deemed to limit Concessionaire's liability under this Agreement. Should any portion of the Security Deposit be so appropriated and applied by County, then Concessionaire shall, upon the demand of County, forthwith remit to County a sufficient amount in cash to restore said Security Deposit to the original sum deposited, and Concessionaire's failure to do so within five (5) days after receipt of such demand shall constitute a default of this Agreement. Should Concessionaire comply with all of the terms, covenants and conditions of this Agreement and promptly pay all of the Annual Rent and Additional Rent herein provided for as it becomes due, and all other sums payable by Concessionaire to County hereunder, the said Security Deposit shall be returned in full to Concessionaire within thirty (30) days of the expiration of this Agreement, or upon the earlier termination hereof.

**ARTICLE II  
RENT****Section 2.01 Annual Rent**

Concessionaire shall pay to the County Annual Rent during the term of this Agreement in equal monthly installments, together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefore or any deduction, holdback or setoff whatsoever. The initial amount of Annual Rent is \$ 16800. The initial monthly installment of Annual Rent shall be due within fifteen (15) days after the Commencement Date. Any Annual Rent payment hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month.

**Section 2.02 Adjustment to Annual Rent**

On each anniversary date of the Commencement Date of this Agreement or any extension thereof, the Annual Rent shall be adjusted by multiplying the then current Annual Rent by one hundred and two percent (102%).

**Section 2.03 Additional Rent**

Any and all sums of money or charges required to be paid by Concessionaire under this Agreement other than the Annual Rent, shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Concessionaire of all Additional Rent as are available to County with regard to Annual Rent.

**Section 2.04 Rent Payments**

Annual Rent and Additional Rent, as herein defined, shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Parks & Recreation Department, Revenue Section, 2700 Sixth Avenue South, Lake Worth, FL 33461.



**Section 2.05 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Non Ad Valorem Real and Personal Property Taxes**

Concessionaire shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Concessionaire shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Licensed Area, Concessionaire's interest in the Licensed Area, Concessionaire's Alterations or personal property located on the Licensed Area.

**Section 2.06 Unpaid Fees, Holdover**

In the event Concessionaire fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate of one and one half percent (1.5 %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Payments received after interest has started to accrue shall be applied to the accrued interest first and then towards the delinquent rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Agreement for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Agreement or from enforcing any other provisions contained herein or implied by law. In the event Concessionaire shall holdover, refuse or fail to relinquish possession of the Licensed Area at the expiration or termination of this Agreement, Concessionaire shall be strictly liable to pay to County during the entire period of such holdover, double Annual Rent, as provided for in Chapter 83.06, Florida Statutes. In addition to the Annual Rent, Concessionaire shall pay all other charges or costs imposed upon Concessionaire by this Agreement, all cost of insurance for which Concessionaire would have been responsible if this Agreement had been renewed on the same terms contained herein, and all sales taxes assessed against such increased Annual Rent. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Agreement.

**Section 2.07 Accord and Satisfaction**

In the event Concessionaire pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

**ARTICLE III  
CONDITION OF LICENSED AREA, ALTERATIONS****Section 3.01 Acceptance of Licensed Area by Concessionaire**

Concessionaire certifies that Concessionaire has inspected the Licensed Area and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Concessionaire further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Licensed Area including, without limitation, any relating to the physical condition of the Licensed Area or any improvements or equipment located thereon, or the suitability of the Licensed Area or any improvements for Concessionaire's intended use of the Licensed Area. Concessionaire agrees to provide such other equipment and perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Licensed Area for the lawful use of the Licensed Area by Concessionaire as specified in Section 4.01 of this Agreement, unless the work is

the responsibility of the County as specifically provided for in Section 6.02 of this Agreement.

### **Section 3.02 Concessionaire's Alterations**

Concessionaire shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Licensed Area suitable for Concessionaire's intended use. Concessionaire shall not install any permanent improvements within the Licensed Area without County's written consent. Prior to commencing any work within the Licensed Area, Concessionaire shall furnish to the Department for written and discretionary approval, plans and specifications for any capital improvements or betterments, including equipment or utilities to be installed by Concessionaire within the Licensed Area ("Alterations"). All work performed to the Licensed Area, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Concessionaire, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Agreement. Department's approval of the plans and specifications submitted by Concessionaire in conjunction with Concessionaire's Alterations may, at Department's sole option, be contingent upon the receipt by the Department of a surety company payment and performance bond obtained by Concessionaire at its sole cost and expense. Said bond shall be issued by a surety company satisfactory to County, insuring completion of Concessionaire's Alterations free and clear of all liens, encumbrances, chattel mortgages, conditional bills of sale and other title retention or security agreements or other charges, all in accordance with the plans and specifications approved by the County. Concessionaire shall design and construct such Alterations at Concessionaire's sole cost and expense, in accordance with the requirements of this Agreement and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of Concessionaire's construction and Alterations shall be made and performed in a good and workmanlike manner using good quality materials and supplies and shall be diligently performed to completion strictly in accordance with the approved plans and specifications therefore.

### **Section 3.03 Responsibility for Alterations**

All Alterations made by Concessionaire shall be maintained by Concessionaire in good working order at the sole expense of Concessionaire during the Term of this Agreement, or any extension or renewal hereof.

### **Section 3.04 Construction**

Concessionaire shall ensure that all improvements and Alterations are constructed to completion in accordance with the approved plans thereof and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

### **Section 3.05 No Liens**

Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement. If so requested by County, Concessionaire shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's interest shall not be subject to liens for improvements made by Concessionaire. In the event that a construction lien is filed against the Licensed Area or other County property in connection with any work performed by or on behalf of Concessionaire, Concessionaire shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Concessionaire fails to satisfy or transfer such claim within said ten (10) day period,

County may do so and thereafter charge Concessionaire and Concessionaire shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Concessionaire agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

#### **ARTICLE IV CONDUCT OF BUSINESS AND USE OF LICENSED AREA BY CONCESSIONAIRE**

##### **Section 4.01 Use**

Concessionaire shall use and occupy the Licensed Area solely and exclusively for concessionaire services to operate the tennis and racquetball center for the benefit of the public. Concessionaire shall not use, permit, or suffer the use of the Licensed Area for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion. Concessionaire shall comply with the Rules and Regulations set forth in Exhibit "B" as well as Palm Beach County Parks and Recreation Ordinance (Ordinance No. 2004-022) as same may be amended from time to time.

Concessionaire shall not prohibit or hinder County personnel or any law enforcement officers from performing their official duties. Concessionaire shall ensure that all persons acting on behalf of it obey instructions from County personnel. Concessionaire shall not commit or permit any reckless or dangerous conduct on the Licensed Area at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

##### **Section 4.02 Operation of Business**

a) Concessionaire shall operate its business upon the entire Licensed Area during the Term of this Agreement with due diligence and efficiency and in a manner prudent and in accord with generally accepted business practices within the locale for Concessionaire's business.

b) Concessionaire shall operate the concession services shall be operated Monday-Wednesday, 7:30 a.m.-10:00 p.m.; Thursday-Friday, 7:30 a.m.-8:00 p.m.; Saturday and Sunday, 7:30 a.m.-6:00 p.m.; and reduced holiday hours upon approval, 365 days a year, weather conditions permitted. Concessionaire has submitted an operations schedule as part of its response to the RFP as referenced in Section 4.02(q) below. Concessionaire shall submit any requests for changes to the concession operations schedule to the Department, in writing, at least two (2) business days in advance, for approval prior to implementation. Concessionaire shall not implement any changes unless written approval has been received from the Department.

c) All rates for goods and services must be visibly posted in the Licensed Area at all times during operation in accordance with Article V. Concessionaire shall submit written requests for fee increases to the Department thirty (30) days prior to the proposed implementation. Department will make reasonable effort to respond in writing to the request within seven (7) days after receipt of the request.

d) Concessionaire shall maintain customer service as a top priority. Concessionaire shall employ a sufficient number of qualified staff to properly operate the concession. Concessionaire shall provide employees who are professional, friendly, well-dressed, and courteous to the customers and general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to



the County. Concessionaire and staff shall wear appropriate attire which, in the sole determination of the County, clearly distinguishes Concession staff from County and Park staff. Use of profanity, alcohol, and illegal substances by Concessionaire, staff, subcontractors and agents is strictly prohibited.

e) Concessionaire shall be responsible for training all concession staff, subcontractors and agents concerning the customer service philosophies of Palm Beach County. The County's Mission Statement can be found at:

[www.pbcgov.com/PubInf/Admin/Mission.htm](http://www.pbcgov.com/PubInf/Admin/Mission.htm) and

[www.pbcgov.com/parks/general/about\\_pbc.htm](http://www.pbcgov.com/parks/general/about_pbc.htm)

f) Concessionaire shall provide telephone and/or cellular phone service at the Licensed Area during all hours of operation for emergency calls and to ensure accessibility by the public for general questions, schedules, etc.

g) Concessionaire shall, at its own expense, obtain, maintain, and comply with all licenses and permits necessary to operate the concession. Proof of same shall be required prior to the Commencement Date and provided to the Department's Director of Parks Financial and Support Services. Concessionaire shall conduct operations in such a manner as to meet all applicable health standards and codes.

h) Concessionaire shall provide all equipment for the safe and efficient operation of the concession service and, within thirty (30) days of the Commencement Date, shall provide the Department with an inventory of all equipment provided. All equipment, installation and maintenance shall be the responsibility of the Concessionaire including the procurement and maintenance of fire prevention and fire extinguishing devices. All equipment shall be maintained in a clean and sanitary condition and maintenance practices shall meet all applicable Governmental Regulations as defined in Section 4.04 below. The County has the right but not the obligation to perform safety inspections through its Department or other departments without prior notice. Concessionaire shall immediately notify County of any possible health, safety and/or security hazards that may exist within the Licensed Area or related to any equipment so corrective actions can be determined and implemented.

i) Concessionaire shall conduct its operations and activities in a safe manner and comply with all safety and health regulations and standards imposed by Governmental Regulations. Concessionaire agrees that neither they, nor employees or any person working for or on behalf of Concessionaire shall require any personnel engaged in the performance of Concessionaire's operations to work in surroundings or under working conditions which are unsanitary, unsafe, hazardous or dangerous to his or her health or safety as determined by Governmental Regulations.

j) For payment of any customer charges, Concessionaire shall accept a minimum of two (2) of the following credit cards: Visa, MasterCard or American Express.

k) Concessionaire shall provide services to patrons in a manner consistent with the provisions of the Americans with Disabilities Act (ADA).

l) Concessionaire shall coordinate and cooperate with the County regarding special events and activities conducted in the Park and shall, upon request from the County, suspend operation of the concession when such events warrant the suspension of the operation of the concession as determined by Department.

m) Concessionaire shall not conduct special events or promotions of any kind within the Park unless prior written approval by the Department has been provided.

n) Concessionaire shall perform a background check on each employee prior to the employee beginning work at the concession. Concessionaire shall forward a copy of each background check to the Department for review prior to the employee commencing work at the concession. County reserves the right to disallow employment of any candidate or employee whose background check reveals one or more disqualifying offenses. A list of potential disqualifying offenses is available from the Department upon request. Concessionaire shall notify Department of any disqualifying offense it has knowledge of as to any of its employees during the term of this Agreement and Concessionaire shall immediately terminate employment of any and all employees whom Concessionaire discovers have committed a disqualifying offense.

o) Concessionaire may, with the approval of the County Representative identified in Article I, Section 1.03, suspend operation of the concession whenever the Park is closed due to severe storms or maintenance/construction. Reasonable effort shall be made to reopen the Park in a timely manner following the inclement weather, maintenance, or construction. If the closure is for an extended period of time (greater than seven (7) consecutive days), County shall prorate the monthly payment of Annual Rent.

p) Concessionaire shall keep, throughout the entire term of the Agreement or any extension thereof, all books of account and records customarily used in this type of operation, and as may from time to time may be required by the County, in accordance with GAAP. Such books of accounts and records shall be retained and available for such period of time as provided herein unless otherwise approved by the County. The County, at all times, throughout the term of the Agreement or any extension thereof and for up to three (3) years following expiration, shall have the right to audit and examine during normal working hours, all such records and books of accounts relating to Concessionaire's operation, provided that Concessionaire shall not be required to retain such books of accounts and records for more than three (3) years after the end of the final year of this Agreement including any extensions thereto. Concessionaire shall arrange for the books of account and records to be brought to a location convenient to the auditors for the County in order for the County to conduct the audits and inspections. Failure of the Concessionaire to keep record of and provide the information to County as set forth herein shall be considered a default under the terms of this Agreement. The requirements set forth in this paragraph shall survive the termination or expiration of this Agreement.

q) The County entered into this Agreement with Concessionaire pursuant to County's Request for Proposals (RFP) to provide concession services at the Park. As such, the Concessionaire agrees to maintain generally the sale/rental of Concession Services and items, as submitted with the Concessionaire's response to the RFP as reflected in Exhibit "E" attached hereto and made a part hereof. Concessionaire shall not alter its services or prices without first obtaining written approval from the Department's Director of Parks Financial and Support Services, at the address set forth in Section 18.03(a) of this Agreement. Only minor changes may be approved by the Department, and such approval shall be granted in the Department's sole and absolute discretion. Proposed changes that would alter the services or prices so they are no longer substantially the same as those submitted with the Concessionaire's response to the RFP shall not be permitted.

#### **Section 4.03 Waste or Nuisance**

Concessionaire shall not commit or suffer to be committed any waste upon the Licensed Area, or commit or permit the maintenance or commission of any nuisance or other act or thing which may disturb the quiet enjoyment of visitors of the Park, or which may result in damage or depreciation of value of the Park or which may affect County's fee interest in the Licensed Area or which results in an unsightly condition. Concessionaire, at its sole cost and expense, will keep the Licensed Area free of rodents, vermin and other pests.

#### **Section 4.04 Governmental Regulations**

Concessionaire shall, at Concessionaire's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force (individually and collectively, the "Governmental Regulations"), pertaining to Concessionaire or Concessionaire's use of the Licensed Area, the equipment located on the Licensed Area, or the Licensed Area generally. Concessionaire shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Concessionaire's failure to perform its obligations in this Section. This Section shall survive termination of this Agreement.

#### **Section 4.05 Non-Discrimination**

Concessionaire shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, disability, or genetic information, with respect to any activity occurring in the Licensed Area, or conducted pursuant to this Agreement. Concessionaire warrants that its service in the Licensed Area shall be open to and benefit all visitors to the Park.

#### **Section 4.06 Surrender of Licensed Area**

Upon termination or expiration of this Agreement, Concessionaire, at its sole cost and expense, shall remove Concessionaire's personal property, removable fixtures, and equipment from the Licensed Area, and restore the Licensed Area to the condition it was in as of the Commencement Date. Upon surrender of the Licensed Area, title to any and all remaining improvements, Alterations, or property within the Licensed Area shall vest in County.

#### **Section 4.07 Hazardous Substance**

Concessionaire shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Concessionaire's operations, in the Licensed Area, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Concessionaire shall not cause or permit the Disposal of Hazardous Materials upon the Licensed Area or upon adjacent lands and shall operate and occupy the Licensed Area in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Concessionaire or any third party, shall be reported to County immediately upon Concessionaire becoming aware of such Disposal. Concessionaire shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Licensed Area, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the Licensed Area by Concessionaire, or Concessionaire's agents, licensees, invitees, subcontractors, or employees.

Concessionaire hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials in violation of this provision. Concessionaire's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered



during the term hereof or otherwise. While this provision establishes contractual liability of Concessionaire, it shall not be deemed to alter or diminish any statutory or common law liability of Concessionaire.

Concessionaire acknowledges that County would not have entered into this Agreement without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Agreement.

#### **Section 4.08 Security of Licensed Area**

Concessionaire acknowledges and accepts full responsibility for the security and protection of the Licensed Area and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Licensed Area, and for the prevention of unauthorized access to the Licensed Area. Concessionaire expressly acknowledges that any security measures deemed necessary or desirable for protection of the Licensed Area shall be the sole responsibility of Concessionaire at no cost to County. In the event that Concessionaire chooses to install additional security systems and hardware, Concessionaire shall be required to provide County with continuous and unescorted access to the Licensed Area as required by Article XIV. County may implement key, card or code control measures reasonably acceptable to Concessionaire to safeguard the keys, cards or code provided pursuant to this requirement.

Notwithstanding the above, Concessionaire shall notify County of any incident resulting in loss of or damage to Licensed Area or breach of security whether or not such incident is reported to the Palm Beach County Sheriff's Office. Notification of County shall be made via telephone call to Financial and Support Services at the Department at the phone number set forth in Section 18.03(a) of this Agreement no later than 24 hours after any such incident.

Furthermore, although a fingerprint background check is not required under the terms of the background check set forth in Section 4.02(n), County reserves the right to subject Concessionaire's and employees to fingerprint-based background checks to the extent permitted by law and to deny access rights to any Concessionaire employee in accordance with adopted laws, policies and procedures. Concessionaire shall have no recourse or claim against County for denied access rights.

### **ARTICLE V SIGNAGE**

Except as set forth in Section 4.02, Concessionaire shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the Licensed Area and/or Park any sign, awning or canopy, without first obtaining County's written approval and consent through the Department, which consent may be withheld at County's sole discretion. Any such signs not approved shall be immediately removed at the sole cost and expense of Concessionaire, upon written notification thereof by County. Concessionaire further agrees that such signs, awning, canopy, decoration, lettering, or other items, as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by County for the section of the Park within which the Licensed Area is located. No advertising or any promotional items associated with the concession will be permitted within the Park or any other County facility or property without prior Department and/or County approval. Palm Beach County Ordinance, No. 2004-022, Section 21, prohibits any person from distributing, displaying or affixing any printed materials or advertisements to or within any park property.

## **ARTICLE VI REPAIRS AND MAINTENANCE OF LICENSED AREA**

### **Section 6.01 Responsibility of Concessionaire**

Concessionaire shall protect the County's capital investment in the Licensed Area through exercise of a high standard of maintenance. Proper maintenance shall include, but not be limited to, providing adequate custodial services, interior maintenance and repair, garbage and trash disposal, pest control, keeping the patio area clear of debris and stains, and maintenance of fixtures. Concessionaire shall, at a minimum, perform the following maintenance in the Licensed Area on a regular and ongoing basis: a) clean interior and exterior walls, windows, doors, and surfaces; b) clean ceiling, floors, furnishings, lights, light bulbs, tubes, and concession equipment as is customary for a similar quality concession found in a public recreation facility in Palm Beach County; c) keep patio furniture clean and free of stains. Concessionaire shall maintain the Licensed Area and all areas within 75 feet of the Licensed Area in a safe, clean, sanitary condition free of litter, refuse, and debris. Concessionaire shall provide adequate refuse containers in the Licensed Area. Concessionaire shall regularly service all trash cans, including Park trash cans, located within the Licensed Area. The trash cans shall be emptied into the Park dumpster near the maintenance building on a regular basis in order to prevent the trash cans from overflowing. The Concessionaire shall not use the trash cans located outside of their designated areas to handle refuse generated by their operations. All refuse generated by the Concessionaire shall be deposited directly into the Park dumpster by concession staff.

Concessionaire shall repair all damages to Licensed Area caused by, resulting from, or in any way arising out of Concessionaire's operations or use of Licensed Area, whether such damage is caused by Concessionaire, its agents, or its invitees. Concessionaire shall maintain and repair all equipment thereon. Concessionaire shall repaint, refurnish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of the Department. The Department reserves the right to, periodically throughout the term of the Agreement, inspect or cause to be inspected the Licensed Area, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. Concessionaire shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by the Department. Concessionaire is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

Concessionaire shall immediately notify County of any possible health, safety and/or security hazards that may exist within any area, including use by unauthorized parties, so corrective actions can be determined and implemented. Neither County nor County's agents or servants shall be liable for any damages caused by, or growing out of any defect in the Licensed Area. In no event shall County be liable for damages or injuries arising from the failure to make repairs, nor shall County be liable for damages arising from defective workmanship or materials in making such repairs. County shall have no obligation to commence repairs until fifteen (15) days after the receipt by County of written notice of the need for repairs. Concessionaire waives the provision of any law, or any right Concessionaire may have under common law, permitting Concessionaire to make repairs at County's expense.

### **Section 6.02 Responsibility of County**

County agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the roof, the roof drains, exterior walls, the utility lines outside the Licensed Area (except for sewer lines clogged by grease or other Concessionaire-created problems), foundations and structural portions of the Licensed Area, and the air conditioning, heating, and plumbing systems, and fire suppression system serving the Licensed Area. There is excepted from the preceding covenant, however: (i) repair, maintenance, or replacement of fixtures provided by Concessionaire; (ii) repair of damage caused by Concessionaire, its employees, agents, contractors, customers, licensees or

invitees to the Licensed Area; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the Licensed Area which, whether connected directly to the building's system or not, were installed by Concessionaire specifically to serve the Licensed Area; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Licensed Area; (v) glass cleaning; and (vi) janitorial services for the Licensed Area. County shall maintain the Golf Course Area except for any damage caused by, resulting from, or in any way arising out of Concessionaire's operations or use of the Licensed Area, whether such damage is caused by Concessionaire, its agents, or its invitees.

In the event of a threat of tropical disturbance, County shall close and secure the hurricane shutters provided for the Licensed Area. Concessionaire shall secure and/or remove its equipment at the direction of the Department. Concessionaire shall be responsible for any damage to its equipment or personal property. Concessionaire shall be liable to County for any damage caused to Park or any Park improvements due to failure of Concessionaire to secure or remove any equipment belonging to Concessionaire.

Except as provided in this Section, County shall not be obligated or required to make or conduct any other maintenance or repairs, and all other portions of the Licensed Area shall be kept in good repair and condition by Concessionaire, and at the end of the Term of this Agreement, Concessionaire shall deliver the Licensed Area to County in good repair and condition, reasonable wear and tear arising from Concessionaire's permitted use of the Licensed Area as specified herein excepted.

## **ARTICLE VII UTILITIES**

County shall provide water, sewer, electricity, gas and telephone utility service to the License Area Boundary, at County's sole cost and expense. County be solely responsible for payment of water and sewer charges. Concessionaire shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges and assessments for gas, electricity, trash collection and removal, or any other utility used or consumed on the Licensed Area. Costs associated with the streetlights leading into the tennis court complex are included in the Concessionaire's utility charges as these streetlights provide security lighting for the tennis court complex. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Licensed Area. The Department is evaluating capital improvements that may result in electricity savings to the Concessionaire. In the event the Concessionaire benefits from such electricity savings, the Department and Concessionaire will mutually agree upon an amount that the Concessionaire shall pay to the County in the form of Additional Rent during the term of the Lease.

## **ARTICLE VIII INSURANCE**

### **Section 8.01 Insurance Requirements**

Concessionaire shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Concessionaire shall provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Concessionaire are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Concessionaire under the Agreement.



**Section 8.02 Comprehensive General Liability Insurance**

Concessionaire shall, during the entire Term hereof, keep in full force and effect Comprehensive General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) General Aggregate for bodily injury, personal injury and property damage liability; fire legal liability with a minimum limit of \$100,000, and medical payments with a minimum limit of \$5,000. The Comprehensive General Liability policy shall include, but not be limited to, providing coverage for Licensed Area/Operations, Product/Completed Operations, Contractual Liability, Personal Injury/Advertising Injury, Independent Contractors, Cross Liability and Broad Form Property Damage Liability coverages. Coverage shall be provided on a primary basis.

**Section 8.03 Business Automobile Liability Insurance**

Concessionaire shall, during the entire Term hereof, keep in full force and effect, Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Concessionaire does not own automobiles, Concessionaire agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

**Section 8.04 Workers' Compensation & Employers Liability**

Concessionaire shall, during the entire Term hereof, keep in full force and effect, to maintain Florida Workers' Compensation Insurance & Employers Liability. Coverage shall be provided on a primary basis.

**Section 8.05 Waiver by Concessionaire and Concessionaire's Insurers of Subrogation**

In the event of loss or damage to the Licensed Area, the Concessionaire shall look solely to any insurance in its favor before making any claim against the County, and the Concessionaire shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Concessionaire, for itself and its insurers, waives all such insured claims against the County.

**Section 8.06 Insurance Terms and Conditions**

The Comprehensive General Liability policy shall name the County as an Additional Insured with a "*CG 2026 - Additional Insured - Managers or Lessors of Licensed Area*", or similar endorsement. Such insurance shall be issued by an insurance company licensed to do business by Florida's Department of Insurance with Florida Certificate of Authority in full force and effect. The issuing insurance company shall maintain a minimum A.M. Best financial rating of "A and A-Excellent" and shall be subject to the review and approval of the Risk Management Department of the County. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. Such certificates must indicate at least ten (10) days prior notice of written cancellation. It shall be the responsibility of the Concessionaire to provide initial evidence of the insurance coverage to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

Subsequently, the Concessionaire shall, during the term of the Agreement, and prior to each renewal thereof, provide such evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

In no event shall the limits of said insurance policies be considered as limiting the liability of Concessionaire under this Agreement. In the event that Concessionaire fails to obtain or maintain in full force and effect any insurance coverage required to be obtained by Concessionaire under this Agreement, County may procure same from such insurance carriers as County may deem proper, and Concessionaire shall pay as Additional Rent, upon demand of County, any and all premiums, costs, charges and expenses incurred or expended by County in obtaining such insurance. Notwithstanding the foregoing, Concessionaire shall nevertheless hold County harmless from any loss or damage incurred or suffered by County from Concessionaire's failure to maintain such insurance.

#### **Section 8.07 Fire and Allied Lines Insurance**

Concessionaire shall at all times during the Term hereof, and at its sole cost and expense, maintain in full force and effect policies of insurance covering all Alterations to the Licensed Area made by or on behalf of Concessionaire as well as Concessionaire's fixtures, inventory and equipment located on the Licensed Area and within the Park, in an amount not less than one hundred percent (100%) of its full replacement cost, providing protection with "All-Perils" coverage as provided by the "Special-Cause of Loss Form" together with, but not limited to, insurance against wind and hail, sprinkler leakage damage, vandalism, theft and malicious mischief. The proceeds of such insurance, so long as this Agreement remains in effect, shall be used to repair or replace the Licensed Area, Alterations, fixtures, inventory and equipment so insured. All property, including without limitation, stock, inventory, fixtures and equipment belonging to Concessionaire or any occupant of the Licensed Area shall be there at the risk of Concessionaire or such other person only, and County shall not be liable for damage thereto or theft or misappropriation thereof. Additionally, the Concessionaire shall maintain Business Interruption with Extra Expense insurance providing coverage for loss of net income and all continuing expenses at a minimum limit appropriate to cover the maximum period of restoration or interruption of the Concessionaire.

#### **Section 8.08 Increase in Fire and Allied Lines Insurance Premium**

Concessionaire shall not keep, use, sell or offer for sale in or upon the Licensed Area any article which may be prohibited by any condition, provision, limitation, or Special - Cause of Loss Form of the Fire and Allied Lines insurance policy. Concessionaire shall pay any increase in premiums for Fire and Allied Lines coverage insurance that may be charged during the Term of this Agreement on the amount of such insurance which may be carried by County on the Licensed Area or the Licensed Area resulting from the type of merchandise sold or rented by Concessionaire in the Licensed Area or resulting from Concessionaire's use of the Licensed Area, whether or not County has consented to the same. Concessionaire shall promptly make, at Concessionaire's cost and expense, all repairs, alterations, changes and/or improvements to Concessionaire's fixtures and equipment in the Licensed Area required by the company issuing County's fire and allied lines insurance so as to avoid the cancellation of, or the increase in premiums on said insurance.

#### **Section 8.09 Continuous Coverage**

The required insurance coverage(s) shall be a continuous condition precedent to the continued use of the Licensed Area by the Concessionaire. This Agreement shall terminate immediately upon expiration, cancellation or non-renewal of the required insurance(s). Failure by the Concessionaire to forward a current or updated certificate of insurance to the designated County representative prior to or upon the expiration date of the certificate on file with the County may result in termination of this Agreement.

**ARTICLE IX  
INDEMNIFICATION AND DISCLAIMER OF LIABILITY**

**Section 9.01 Indemnification**

Concessionaire shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Licensed Area by reason, during, or as a result of the use and occupancy of the Licensed Area by the Concessionaire, its agents, employees, licensees, and invitees, and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Concessionaire or by Concessionaire against any third party, then Concessionaire shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Concessionaire recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Concessionaire's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Agreement.

**Section 9.02 DISCLAIMER OF LIABILITY**

**COUNTY HEREBY DISCLAIMS, AND CONCESSIONAIRE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY CONCESSIONAIRE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE CONCESSIONAIRE OR CONCESSIONAIRE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LICENSED AREA, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO CONCESSIONAIRE'S USE OF THE LICENSED AREA PURSUANT TO THIS AGREEMENT.**

**ARTICLE X  
DESTRUCTION OF LICENSED AREA**

**Section 10.01 Total or Partial Destruction**

In the event the Park or the Licensed Area shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of Concessionaire, during the Term of this Agreement or any extension thereof, but the Licensed Area is not thereby rendered inaccessible or untenable in whole or in part, then the County shall, at its own expense, cause such damage to be repaired, and the Annual Rent and other charges payable by Concessionaire hereunder shall not be abated. If by reason of such occurrence, the Licensed Area shall be rendered untenable only in part, County shall, at its own expense, cause the damage to be repaired, and the Annual Rent meanwhile shall be abated proportionately as to the portion of the Licensed Area rendered untenable. If the Licensed

Area shall be rendered wholly untenable by reason of such occurrence, the County may, at its option, cause such damage to be repaired at County's expense, and the Annual Rent meanwhile shall be abated in whole until completion of such repairs. County shall notify Concessionaire in writing whether County intends to repair the Licensed Area. If County elects not to perform such repairs, County and Concessionaire shall then each have the right to terminate this Agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within forty-five (45) days after County's election not to repair the Licensed Area. In the event either party exercises its aforesaid termination right, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder. In no event shall County be responsible for repair of Concessionaire's equipment, trade fixtures and/or Concessionaire's Alterations.

#### **Section 10.02 Damage Near End of Term**

If the Licensed Area is destroyed or damaged during the last ten (10) months of the Term of this Agreement or any renewal thereof and the estimated cost of repair exceeds ten percent (10%) of the Annual Rent then remaining to be paid by Concessionaire for the balance of the Term, County may, at its option, cancel and terminate this Agreement as of the date of occurrence of such damage by giving written notice to Concessionaire of its election to do so within thirty (30) days after the date of occurrence of such damage and the parties hereto shall be relieved of all further obligations hereunder.

#### **Section 10.03 Reconstruction of Alterations**

Concessionaire, at its sole cost and expense, shall be responsible for the repair and restoration of Concessionaire's Alterations and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Concessionaire shall commence the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the Licensed Area and shall diligently prosecute such installation to completion.

#### **Section 10.04 Insurance Proceeds to County**

County's obligation to restore the Licensed Area as required under this Article X is expressly contingent upon County's receipt of, and limited to the extent of, any insurance proceeds received by County relating to the Licensed Area.

### **ARTICLE XI ASSIGNMENT AND SUBLETTING**

#### **Section 11.01 Consent Required**

Concessionaire may not assign, mortgage, pledge or encumber this Agreement, in whole or in part, nor sublet or rent all or any portion of the Licensed Area, nor enter into any management licensing or similar agreement without the prior written consent of County in each instance, which may be granted or withheld at County's sole and absolute discretion. The consent by County to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Agreement is assigned, or if the Licensed Area or any part thereof is sublet or occupied by any party other than Concessionaire and Concessionaire is in default under its obligations under this Agreement, County may collect rent from the assignee, sub-contractor or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as Concessionaire, or a release from the further performance by Concessionaire of the covenants on the part of Concessionaire herein contained. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, Concessionaire shall remain fully liable on this Agreement and shall not be

released from performing any of the terms, covenants and conditions hereof or any rents or other sums to be paid hereunder. Concessionaire acknowledges and agrees that any and all right and interest of the County in and to the Licensed Area, and all right and interest of the County in this Agreement, may be conveyed, assigned or encumbered at the sole discretion of the County at any time.

#### **Section 11.02 Significant Change of Ownership**

If Concessionaire is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Concessionaire represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing this Agreement and/or as disclosed to County prior to executing this Agreement. If there shall occur any changes of ownership of and/or control of Concessionaire, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the County, then County shall have the option to terminate this Agreement upon thirty (30) days notice to Concessionaire.

### **ARTICLE XII RULES AND REGULATIONS**

The rules and regulations appended to this Agreement as Exhibit "B" are hereby made a part of this Agreement, and Concessionaire agrees to comply with and abide by same. Concessionaire's failure to keep and observe said rules and regulations shall constitute a default under the terms and conditions of this Agreement. County reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Concessionaire. Concessionaire agrees to comply with all additional and supplemental rules and regulations upon notice of same from County.

### **ARTICLE XIII DEFAULT**

#### **Section 13.01 Default by Concessionaire**

The occurrence of any one or more of the events set forth below in (a) to (k), inclusive (any of which is referred to hereinafter as an "Event of Default"), shall constitute an Event of Default by Concessionaire under this Agreement:

- a) Concessionaire fails to open its concession for business on the Licensed Area within thirty (30) days after the Effective Date.
- b) Concessionaire fails to pay any one or more of said monthly installments of Annual Rent, or any other sums due hereunder as Additional Rent, as and when the same become due, without any prior demand.
- c) Concessionaire ceases to fully conduct its business as specified herein for a period of five (5) consecutive business days as determined by the County.
- d) A petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) is filed by or against the Concessionaire and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Concessionaire is adjudged bankrupt.
- e) An assignment for the benefit of creditors is made by Concessionaire.
- f) An appointment, by any court, of a receiver or other court officer of Concessionaire's property and such receivership is not dismissed within thirty (30) days from such appointment.
- g) Concessionaire's estate is taken by execution, attachment or process of law or subjected to any bankruptcy proceeding.
- h) Concessionaire removes, attempts to remove, or permits to be removed from



the Licensed Area, except as required herein or upon County's approved assignment or subletting or in the usual course of trade, the goods, furniture, effects or other property of the Concessionaire brought thereon.

- i) Concessionaire vacates the Licensed Area or abandons the possession thereof before the expiration of the Term of this Agreement and without the written consent of the County, or uses the same for purposes other than the purposes for which the same are hereby licensed, or ceases to use the Licensed Area for the purposes herein contained.
- j) An execution or other legal process is levied upon the goods, furniture, effects or other property of Concessionaire brought on the Licensed Area, or upon the interest of Concessionaire in this Agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
- k) Concessionaire violates any other term, condition or covenant herein on the part of Concessionaire to be performed or complied with, and Concessionaire fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof, is given by County to Concessionaire.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Concessionaire notice that County intends to terminate this Agreement upon a specified date not less than three (3) days after the date notice is received by Concessionaire, in which event this Agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Agreement. If, however, the default is cured within the three (3) day period and the County is so notified, this Agreement will continue. Concessionaire shall not be allowed more than two (2) notices and cure periods in any given year of the Term, and no more than five (5) notices and cure periods during the entire Term of this Agreement, for Events of Default related to payment of Annual Rent and/or Additional Rent.

#### **Section 13.02 Default by County**

County shall not be in default unless County fails to perform its obligations hereunder within the time specified and if none, within a reasonable time, but in no event later than thirty (30) days after written notice by Concessionaire to County, specifying how County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance, then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

### **ARTICLE XIV ACCESS BY COUNTY**

County or County's agents shall have the right to enter the Licensed Area, at reasonable times, to examine the same and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable. Concessionaire must provide the County with access to the Licensed Area within two (2) business days after the County's request for access. The Annual Rent and/or Additional Rent and other charges herein reserved and imposed shall not be abated while said repairs, alterations, improvements, or additions are being made. During the six (6) months prior to the expiration of the initial Term of this Agreement or any renewal thereof, County may exhibit the Licensed Area to prospective Concessionaires, and place upon the Licensed Area the usual notice "To Let" or similar notice, in a location that does not obscure Concessionaire's sign, which notices Concessionaire shall permit to remain thereon without molestation. If Concessionaire shall not be personally present to open and permit entry into the Licensed Area, at any time, when for any reason entry therein shall be necessary, County or County's agents may enter the same without in any manner affecting

the obligations and covenants of this Agreement. County shall have immediate access in the event of an emergency. Any such entry shall be calculated to minimize interference with or disruption of Concessionaire's operations within the Licensed Area. Nothing herein contained, however, shall be deemed or construed to impose upon the County any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Licensed Area or any part thereof, except as otherwise herein specifically provided.

## **ARTICLE XV ANNUAL BUDGETARY FUNDING/TERMINATION**

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Upon expiration of the initial Term of the Agreement, County shall have the right to terminate this Agreement for any reason upon ninety (90) days prior written notice to Concessionaire, whereupon the parties shall be relieved of all further obligation hereunder. Notwithstanding the foregoing, in the event Concessionaire provides evidence reasonably satisfactory to the County, that the Concessionaire has expended a minimum of \$150,000 for approved capital improvements or betterments to the Licensed Area during the initial Term of the Agreement, the County shall waive the above right to terminate this Agreement and will grant to Concessionaire, provided Concessionaire is not then in default of this Agreement, the right to exercise its first option to extend the Term under the same terms and conditions as this Agreement. In the event Concessionaire provides evidence reasonably satisfactory to the County, that the Concessionaire has expended a minimum of \$300,000 for approved capital improvements or betterments to the Licensed Area during the initial Term of the Agreement, the County will waive the above right to terminate this Agreement as it relates to the first and second options to extend the Term, provided Concessionaire is not then in default of this Agreement; provided however, Concessionaire duly and timely exercises its option to extend the Term of this Agreement.

## **ARTICLE XVI QUIET ENJOYMENT**

Upon payment by the Concessionaire of the Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and obligations on Concessionaire's part to be observed and performed, Concessionaire shall peaceably and quietly hold and enjoy the Licensed Area for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Agreement.

## **ARTICLE XVII GUARANTY**

The payment of all rents and charges, and the performance of all covenants, terms and obligations of Concessionaire, required by this Agreement are guaranteed pursuant to that Guaranty Agreement, a copy of which is attached hereto as Exhibit "C" and made a part hereof. This requirement may be waived by County at its sole and absolute discretion.

## **ARTICLE XVIII MISCELLANEOUS**

### **Section 18.01 Entire Agreement**

This Agreement and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Concessionaire concerning the Licensed Area and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. Except as herein otherwise provided, no subsequent

alteration, waiver, change or addition to this Agreement shall be binding upon County or Concessionaire unless reduced to writing and signed by them.

#### **Section 18.02 Amendments**

This Agreement may be modified and amended only by written instrument executed by the parties hereto.

#### **Section 18.03 Notices Required by Agreement**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Parks & Recreation Department  
Attn: Director, Parks Financial and Support Services  
John Prince Park  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
Telephone 561-966-6650  
Fax 561-242-6930

with a copy to:

Palm Beach County  
Property and Real Estate Management Division  
Attn: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
Telephone 561-233-0217  
Fax 561-233-0210

and a copy to:

Palm Beach County Attorney's Office  
Attn: Real Estate Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone 561-355-2225  
Fax 561-355-4398

(b) If to Concessionaire at: Peter Davis  
6723 Via Regina  
Boca Raton FL 33437  
  
Telephone 561-271-1693  
Fax 561-477-6455

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

#### **Section 18.04 Disclosure of Beneficial Interests**

Concessionaire represents that simultaneously with Concessionaire's execution of this Agreement, Concessionaire has executed and delivered to County the Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure"), disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the ownership of the Concessionaire. Concessionaire warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of the Concessionaire after the date of execution of the Disclosure and prior to the Effective Date of the Agreement, Concessionaire shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 18.03 of this Agreement.

#### **Section 18.05 Severability**

If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **Section 18.06 Broker's Commission**

Concessionaire represents and warrants that Concessionaire has not dealt with any real estate salesperson, agent, finder or broker in connection with this Agreement and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Concessionaire. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

#### **Section 18.07 Recording**

Concessionaire shall not record this Agreement, or any memorandum or short form thereof, in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this Agreement.

#### **Section 18.08 Waiver of Jury Trial**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT OR CONCESSIONAIRE'S USE AND OCCUPANCY OF THE LICENSED AREA.

#### **Section 18.09 Governing Law and Venue**

This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State Court of competent jurisdiction in Palm Beach County, Florida.

**Section 18.10 Radon**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

**Section 18.11 Time of Essence**

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

**Section 18.12 Waiver, Accord and Satisfaction**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Concessionaire requiring County's consent to or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Concessionaire. No re-entry by County subsequent to an act of default by Concessionaire shall bar the recovery of rents or damages for the default of any of the terms, conditions or covenants on the part of Concessionaire herein contained. The receipt of rent after default or condition broken, or delay on the part of County to enforce any right hereunder, shall not be deemed a waiver of any default by Concessionaire of any term, covenant or condition of this Agreement, or a waiver of the right of the County to terminate this Agreement or re-enter the Licensed Area or to re-let same, unless the payment received is for the full amount of rent, penalties, interest, and other amounts past due and non-payment of the same was the sole act of default.

**Section 18.13 Construction**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 18.14 Incorporation by Reference**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**Section 18.15 Survival**

Except as otherwise permitted herein, Concessionaire shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Concessionaire hereunder arising prior to the date of such termination.

**Section 18.16 Effective Date of Agreement**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").



**Section 18.17 Successors**

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties; and if there shall be more than one Concessionaire, they shall be bound jointly and severally by the terms, covenants and agreements herein. In the event County sells its interest in the Licensed Area and the purchaser assumes County's obligations and covenants, County shall thereupon be relieved of all further obligations hereunder.

**Section 18.18 Public Entity Crimes**

As provided in Section 287.131-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes. Concessionaire also certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been suspended from doing business with Palm Beach County.

**Section 18.19 Independent Contractor Relationship**

The Concessionaire is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Concessionaire's sole direction, supervision, and control. The Concessionaire shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Concessionaire's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The Concessionaire does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

**Section 18.20 Palm Beach County Office of the Inspector General**

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

**Section 18.21 No Third Party Beneficiary**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Concessionaire.

**Section 18.22 Notification of Accident or Incident**

All accidents or incidents involving patrons shall immediately thereafter be reported by Concessionaire to Palm Beach County Emergency Management at (561) 712-6428. Concessionaire shall further provide the Department's Director of Recreation Services

with a written report of each accident or incident within 24 hours after occurrence of same. The Director's address is set forth in Article I, Section 1.07 of this Agreement. The on-call Park Ranger Supervisor may be reached at (561) 252-1714 between 7:00 A.M. and 11:00 P.M.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

WITNESS:

Mary Scher  
Witness signature

Mary Solomon  
Print witness name

K Getchell  
Witness signature

KIMBERLEY GETCHELL  
Print witness name

WITNESS:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print witness name

\_\_\_\_\_  
Witness signature

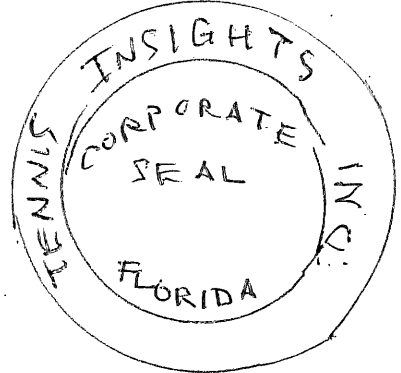
\_\_\_\_\_  
Print witness name

CONCESSIONAIRE:

By: Peter Davis A D in

Title: President, Tennis Insights, Inc.

(SEAL)



By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

COUNTY:

PALM BEACH COUNTY,  
a political subdivision of the State of  
Florida

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

WITNESS:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print witness name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print witness name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
Department Director

EXHIBIT "A" TO THE RFP

"The Park"



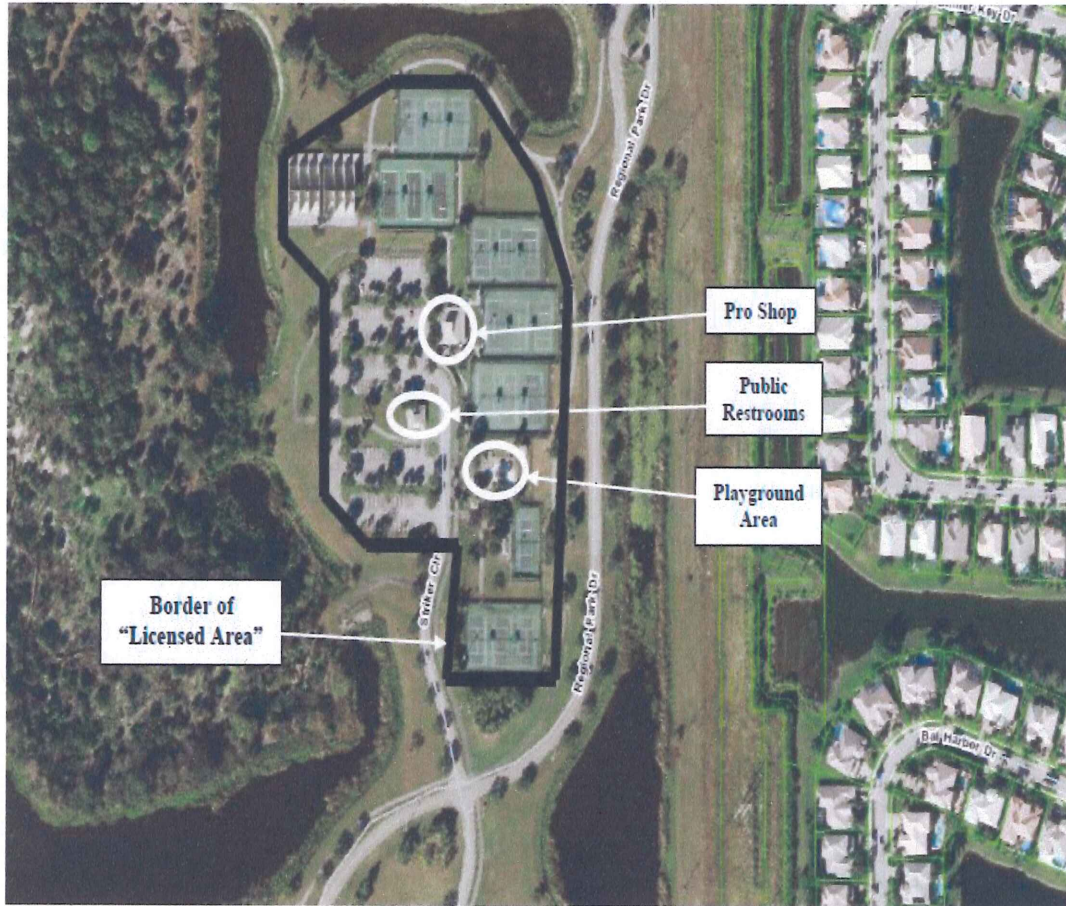
Tennis & Racquetball Center





EXHIBIT "A-1"  
TO THE CONCESSIONAIRE SERVICE AGREEMENT

"Licensed Area"



**EXHIBIT "B"**  
**TO THE CONCESSIONAIRE SERVICE AGREEMENT**  
**RULES AND REGULATIONS**

1. The sidewalks, entrances and passages surrounding the Licensed Area shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Licensed Area demised to Concessionaire or occupant.
2. No awnings or other projections shall be attached to the outside walls or windows of the Licensed Area.
3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Licensed Area.
4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Concessionaire shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the Licensed Area.
5. No animals (except for guide dogs for the blind or service dogs for the physically impaired) of any kind shall be brought into or kept in or about the Licensed Area. Concessionaire shall not cause or permit any unusual or objectionable odors to emanate from the Licensed Area.
6. No space in the Licensed Area shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of the County.
7. Concessionaire shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with visitors of the Park, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.
8. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in locks or the mechanism thereof. Concessionaire must, upon the termination of its tenancy, restore or return to the County all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by Concessionaire.
9. The County shall have the right to prohibit any advertising in or around the Park by the Concessionaire or any other party which, in the County's opinion, tends to impair the reputation or desirability of the Park, and upon notice from the County, the Concessionaire or the other party shall refrain from or discontinue such advertising.
10. Concessionaire, before closing and leaving the Licensed Area, shall ensure that all doors are locked and all windows are closed.
11. The Licensed Area shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.
12. There shall not be used in the Licensed Area, either by Concessionaire or occupants or by their agents or contractors, in the delivery, shipping or receipts of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as the County may require.
13. Concessionaire shall use only recyclable, compostable, or biodegradable packaging, cups, and plates to distribute food and beverages.
14. Concessionaire shall not cause or permit any unusual or objectionable odors to emanate from the Licensed Area.
15. Concessionaire shall maintain a business mailing address that does not include the address of the Park. Any promotional materials distributed by Concessionaire or any occupant must

include Concessionaire's business mailing address. The U.S. Postal Service does not provide service to the Park.

16. The use of drugs or alcoholic beverages in the Licensed Area is prohibited at all times. No person who is intoxicated or under the influence of drugs or alcohol is permitted to be in or around the Licensed Area.

**Programming / Operations:**

17. Concessionaire shall keep a minimum of three (3) tennis courts and two (2) racquetball courts open for complimentary public play at all times except during tournaments, round robins and special events. Concessionaire may not reserve more than a maximum of fifteen (15) courts for "member's league" play at any one time, unless otherwise permitted by the County. The Department may consider a Concessionaire provided, customer service oriented, transition plan that will eliminate complimentary public play at the facility during the initial term of the Lease, at the Department's sole discretion.

18. Concessionaire shall offer to teach racquet lessons in private and group sessions to league members and the general public.

19. Concessionaire may operate "Member Leagues" for women, men, seniors, and juniors as the need presents.

20. Concessionaire may operate tournaments, round robins and, with Department's consent, special events.

21. All revenue collected at the facility which is generated by Concessionaire's operations shall be the property of the Concessionaire.

22. On an annual basis, Concessionaire shall submit to the County a schedule of fees to be charged at the facility for review and approval in advance of implementation. The schedule should include permit fees, court fees, equipment rental fees, lesson fees, light fees, service charges, non-resident charges, non-permit holder charges and any other applicable fee to be charged to the public. Concessionaire shall clearly post the approved fees in a conspicuous place and professional business manner using appropriate display boards and or signage.

23. Concessionaire shall establish and enforce a Code of Conduct and Disciplinary Guidelines for all coaches, players and parents, and for all youth lessons/programs.

**Evaluation of Operation:**

24. Concessionaire shall review and submit recommended changes to overall facility operations and services, such as schedule changes, addition or deletion of programs, or institution of new fees and charges, to the County's representative on a quarterly basis.

25. Concessionaire shall submit to the County's representative on a monthly, semi-annual and annual basis information such as: court usage; number of people served; number and type of tournaments, round robins, clinics, and lessons; number of permit holders/members; number of new permit holders/members; highlights of accomplishments; and financial information such as total revenue, revenue from permit holders/members, revenue from specific permits, etc.

**Concessionaire's Representative:**

26. Concessionaire shall designate a facility manager who shall be responsible for Concessionaire's overall performance hereunder and who will, at the request of the County, report any noteworthy highlighted activities/problems/solutions to the Board of County Commissioners.

27. The facility manager or a responsible supervisor appointed by the facility manager will be onsite during all operating hours of the facility.

**County's Representative:**

28. The Department will designate, in writing, an individual to serve as its representative to monitor the Concessionaire's method of operation. This representative will be the direct liaison between the County and the Concessionaire.

**Personnel:**

29. Concessionaire shall employ personnel with a minimum of one year experience in the performance of various aspects of tennis and racquetball center management such as: revenue collection; tennis and racquetball instruction; and marketing / public relations.

30. Concessionaire shall thoroughly train all employees in the schedules, philosophies, and public relations concerns of the County. Concessionaire's personnel shall conduct all work operations and deal with the public in a courteous manner.

31. Concessionaire and staff shall wear attire which, in the sole determination of County, is appropriate, professional, and clearly distinguishes Concession staff from County and Park staff and Concession patrons. Concession staff shall wear name tags and/or ID badges while working. Concession staff shall conduct themselves in a professional manner at all times. Use of profanity, alcohol, and illegal substances by Concessionaire, staff, subcontractors and agents is strictly prohibited.

**EXHIBIT "C"**  
**TO THE CONCESSIONAIRE SERVICE AGREEMENT**

**GUARANTY AGREEMENT**

THIS IS A GUARANTY AGREEMENT made and executed on 9/11/14 by the undersigned (hereinafter called the "Guarantor").

**WITNESSETH**

WHEREAS, Tennis Tugboat, Inc. (herein called "Concessionaire") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (herein called the "County") have entered into a certain Concessionaire Service Agreement, dated \_\_\_\_\_ (R - \_\_\_\_\_) (herein called the "Agreement"); and

WHEREAS, in order to induce the County to enter into the Agreement, the undersigned Guarantor has agreed to guarantee the payment of all rents and charges, and the performance of all of Concessionaire's obligations, under the Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement by the County, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. The undersigned Guarantor does hereby guarantee to the County the due and punctual payment of all Annual Rent, Additional Rent and other sums due and payable under the Agreement, and each and every installment thereof, as well as the full and prompt and complete performance by the Concessionaire of each and every covenant, condition, provision and obligation of the Concessionaire in the Agreement for the full Term of the Agreement and any extension thereof, as permitted by the Agreement, with no less force and effect than if the undersigned were named as the Concessionaire in the Agreement and the undersigned, will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under the Agreement.

2. This Guaranty Agreement shall be an absolute, continuing, irrevocable, unconditional, and unlimited guaranty of payment, and the County shall not be required to under take any proceedings against the Concessionaire, or give any notice to the undersigned before the County has the right to demand payment or performance by the undersigned upon default by the Concessionaire. This Guaranty Agreement and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of the Agreement, or any subletting thereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by Concessionaire, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of the Agreement or any amendment, modification or revision of the Agreement.

3. No action or proceeding brought or instituted under this Guaranty Agreement against the undersigned, and no recovery had in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty Agreement by reason of any further default or defaults of Concessionaire.

4. The liability of the Guarantor shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Concessionaire by any creditors, receivership, bankruptcy (or reorganization proceedings under the Bankruptcy Act) or other proceedings, or the rejection or disaffirmance of the Agreement in any proceedings.

5. There shall be no modification of the provisions of this Guaranty Agreement unless the same is in writing and signed by the undersigned and the County.

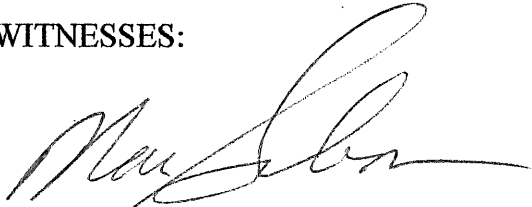



6. All of the terms, agreements and conditions of this Guaranty Agreement shall extend to and be binding upon the undersigned, their heirs, personal representatives, administrators, and assigns, and shall inure to the benefit of the County, its successors, and assigns, and to any future owner of the fee of the Licensed Area referred to in the Agreement. Terms not defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:


WITNESSES:

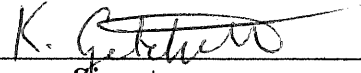
  
Signature

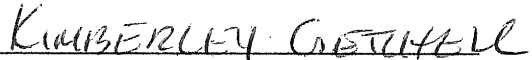
  
Printed Name

GUARANTOR:

  
Signature

  
Printed Name

  
Signature

  
Printed Name

SPOUSE OF GUARANTOR (if any):

\_\_\_\_\_  
Signature

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

**EXHIBIT "D"**  
**TO THE CONCESSIONAIRE SERVICE AGREEMENT**

**CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Peter Davis  
\_\_\_\_\_, hereinafter referred to as "Affiant", who being by me first  
duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president,  
partner, trustee) of Tennis Insights, Inc (name and type of entity - i.e.  
ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is providing  
concession services on the real property legally described on or depicted in the attached Exhibit  
"A" (the "Licensed Area").

2. Affiant's address is: 6723 Via Regina  
Boca Raton FL 33433

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of  
the names and addresses of every person or entity having a five percent (5%) or greater  
beneficial interest in the concessionaire and the percentage interest of each such person or  
entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with  
the penalties provided by the laws of the State of Florida for falsely swearing to statements  
under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this  
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and  
will be relied upon by Palm Beach County relating to its entering into a Concessionaire Service  
Agreement for the Licensed Area.

FURTHER AFFIANT SAYETH NAUGHT.

Peter Davis, Affiant  
Print Affiant Name: Peter Davis

The foregoing instrument was sworn to, subscribed and acknowledged before me this 15  
day of September, 2014, by Peter DAVIS  
Florida Drivers Lic [ ] who is personally known to me or [ X ] who has produced  
as identification and who did take an oath.

Angel  
Notary Public

(Print Notary Name)

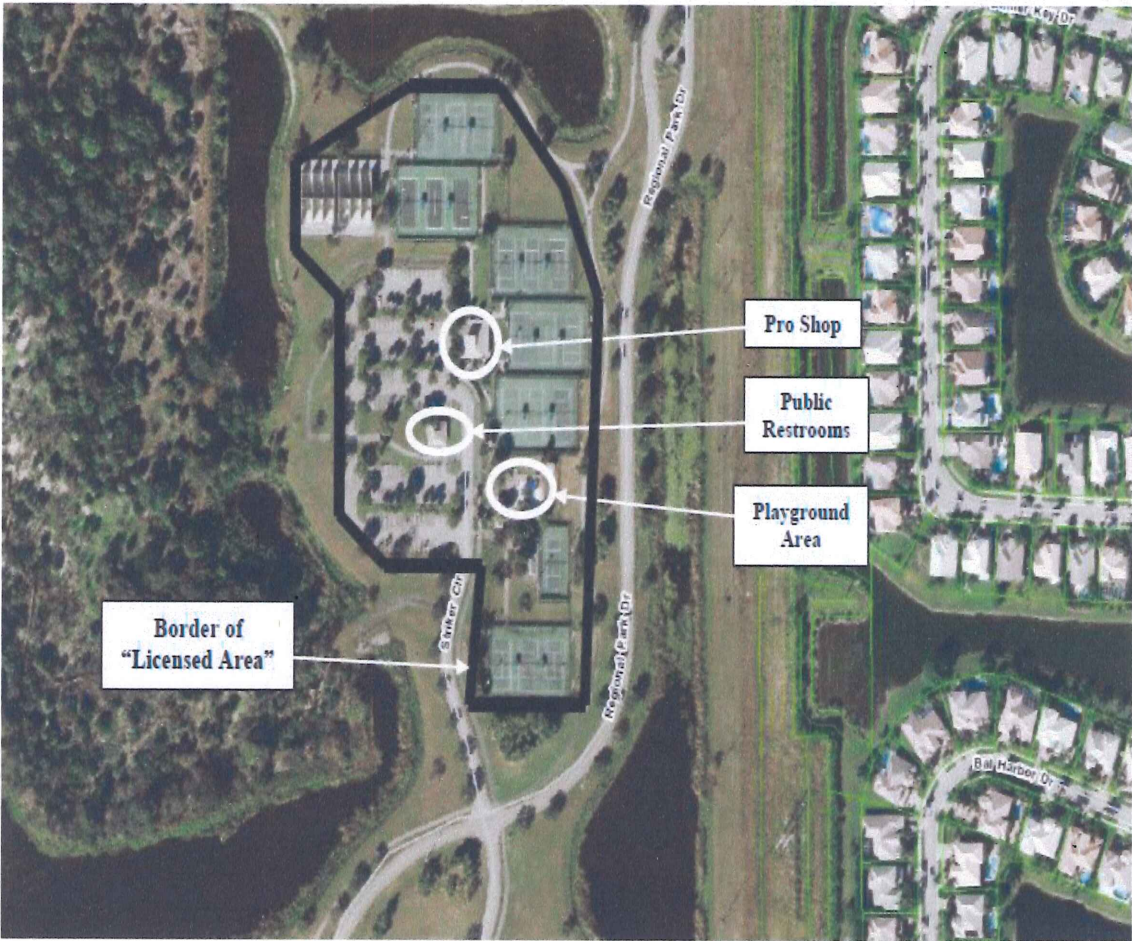
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires



EXHIBIT "A"

"Licensed Area"



## SCHEDULE TO BENEFICIAL INTERESTS

NAME	ADDRESS	PERCENTAGE OF INTEREST
------	---------	------------------------

Peter Davis	6723 Via Regina	100%
	Boca Raton FL 33433	

**EXHIBIT "E"**  
**TO THE CONCESSIONAIRE SERVICE AGREEMENT**

**Format for Response**  
**(to be attached at award)**

## FORMAT FOR RESPONSE

Items 1-20 below set forth the minimum criteria and information each Respondent must provide in order for the proposal to be considered responsive and be eligible for further consideration. The failure to meet any one of the minimum criteria or failure to provide the requested information may cause the proposal to be rejected as non-responsive. All responses must be made on this form, with attachments if additional space is required.

1. Name of Respondent /Firm (exactly as it is to appear on the Agreement):  
Peter Davis , Tennis Insights , Inc

2. Principal Office/Mailing Address:  
6773 Via Regina  
Boca Raton FL 33433

3. Telephone Number: 561-271-1693

4. Contact Person/Title: Peter Davis , President

5. Form of Business Entity: Corporation ☒ Joint Venture ☐  
General Partnership ☐ L.L.C. ☐  
Limited Partnership ☐ Individual ☐  
Public Corporation ☐

If other than Individual, specify date of organization: 6/3/92

6. Name, Address and Percentage Ownership of all individual participants in Respondent's Business Entity. Specify which individuals will be actively involved in the management or operation of the concession and which individuals will be non-active participants. {Individuals are not required to complete this section.}

<u>Name</u>	<u>Address</u>	<u>Percentage Ownership</u>
<u>Peter Davis</u>	<u>6773 Via Regina</u>	<u>100%</u>
	<u>Boca Raton FL 33433</u>	

7. Has Respondent, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( )

No (X)

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

8. Attach the Respondent's operational plan/business plan, as set forth in Section II.A.1.

9. Attach evidence of Respondent's experience and qualifications as set forth in Section II.A.2.

10. Provide the amount of Respondent's proposed rent as set forth in Section II.A.3:

i) Proposed dollar amount for the Annual Rent  
(minimum \$16,740.00): 16800



11. Attach a copy of Respondent's current and previous year's financial statements and a detailed narrative of the Respondent's financial ability to implement its proposal, as set forth in Section II. A.4.
12. Palm Beach County desires to involve small business enterprises in the economic activity of County facilities/operations. To be considered as a small business enterprise, Respondent must submit a copy of the Respondent's SBE certification by Palm Beach County.
13. If the Respondent wishes to be considered a local business, the Respondent must also submit a Certification of Business Location along with a copy of the Respondent's occupational license.
14. Attach an executed Sworn Statement on Public Entity Crimes.
15. Attach the Drug-Free Workplace Certification indicating that Respondent has implemented a Drug-Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes, if applicable.
16. Attach two (2) executed original Agreements, together with all exhibits, completed and signed, if applicable.
17. A security deposit in the amount of \$2,500.00 as required by the Agreement. The security deposit shall be in the form of a cashier's check made payable to the Palm Beach County Board of County Commissioners.
18. Submit additional information, as an attachment hereto, considered pertinent to indicate both financial and operational capabilities of the Respondent to operate as a tennis and racquetball center concessionaire.
19. Submit all amendments, if any, issued for this RFP, each properly acknowledged by an authorized person.
20. Objections to any of the provisions in the RFP and/or the Exhibits, if any.

The below signed has read the RFP and all attachments, and fully understand what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the County, and such acceptance covers all terms, conditions, and specifications of this RFP.

Proposal submitted by:

Tennis Insights, Inc.  
Entity Name (if applicable)

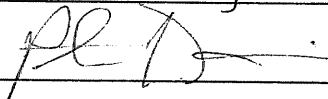
Peter Davis, President  
Print Name/Title (if applicable)

Address: 6723 Via Regina  
Boca Raton FL 33433

Telephone No.: 561-271-1693

Fax No.: 561-477-6455

E-Mail: tennisinsights@comcast.net

  
Signature

9/6/14  
Date

Tennis Insights, Inc.  
6723 Via Regina  
Boca Raton, FL 33433  
Contact: Peter Davis  
Ph: 561-271-1693  
Email: [tennisinsights@comcast.net](mailto:tennisinsights@comcast.net)

Palm Beach County  
Board of County Commissioners  
c/o Property and Real Estate Management  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

Management of Tennis and Racquetball Center  
at  
Burt Aaronson South County Regional Park  
RFP NO. 2014-102-SKS

September 2014

## 1. Operational/Business Plan

Tennis Insights will continue to offer comprehensive, high quality, innovative tennis programs and instruction and other services at reasonable prices designed to maximize participation at The Tennis Learning Center at Burt Aaronson South County Regional Park regardless of participants' age, ability, gender, race, or income.

### 1. Hours of Operation:

The tennis courts and pro shop will remain open Monday – Wednesday, 7:30am to 10:00pm; Thursday – Friday, 7:30am to 8:00 pm; Saturday – Sunday, 7:30am to 6:00pm; and reduced holiday hours upon approval, 365 days a year, weather permitting.

### 2. Proposed Services:

Items and services for sale in the pro shop will include group and private tennis lessons, social tennis round robins and events, tennis permits, ball machine and racquet rental, racquet stringing, tennis merchandise sales, court fees, light fees, and snack and cold beverages sales. Following is a list of programs we currently offer at The Tennis Learning Center:

#### **Ladies**

We specialize in ladies teams. We bring all levels of women into our programs which helps expand our other programs when husbands and children join in.

##### **Ladies Teams**

The Tennis Learning Center has had the most successful ladies team program in Palm Beach County history. Over 18 years, Tennis Insights has had as many as 10 ladies teams at one time and has produced more than 20 league championships. Our progressive doubles strategy program allows players to improve at a consistent rate resulting in multiple league championships.

##### **Night Leagues**

We have a number of men's and women's night leagues. Working men and women are able to enjoy tennis, fun, and competition by participating in our night leagues.

##### **Ladies Round Robins**

The Tennis Learning Center offers free round robins to women of all levels. Round robins are offered weekly and give women a chance to play matches and get to meet new players.

#### **Adults**

Adults who work or prefer playing in the evenings or weekends are offered a variety of choices to develop their game.

##### **Adult Clinics**

The Tennis Learning Center offers night and weekend clinics for adults who work. We have Saturday morning clinics for moms whose children are taking clinics in our junior programs.

##### **Night Play**

Having 19 lit courts allows us to provide after work and evening play for men and women. We offer a variety of clinics, leagues, round robins, and recreational play for night players.

**Night Leagues**

We have a number of men's and women's night leagues. Working men and women are able to enjoy tennis, fun, and competition by participating in our night leagues.

**Social Events**

We have a number of fun social events at The Tennis Learning Center, such as Friday Night Mixers, Round Robins, End of Year Party, Davis Cup competitions, Husband and Wife Round Robins, Kids Tennis Carnivals, etc.

**Juniors**

Juniors have a special place at The Tennis Learning Center. With a variety of programs from Quickstart to academy, we offer instruction and programs for every level of junior.

**USTA Quickstart (10 and Under) Program for Kids**

Tennis Insights, Inc. is committed to kids! We have adopted the USTA Quickstart 10 and Under Program to introduce tennis to younger, local kids in the community. The Quickstart Program starts the children with shorter courts and bigger tennis balls to make it easier for them to learn. Many of our Quickstart kids have gone on to play USTA tournaments.

**After School Junior Programs**

The Tennis Learning Center provides a creative, organized, fun and safe learning environment for kids. We offer a unique after school tennis training program for children of all ages and ability levels, from beginner to advanced tournament player. Our staff of certified tennis professionals patiently teaches all the strokes, grips, footwork, etiquette, strategy and match play at a ratio of no more than six students per instructor. Our style of teaching blends detailed instruction with fun drills and games.

**Summer Camp**

The Tennis Learning Center's summer camp offers a full and half day program for summer campers. Campers work on instruction, play games, and participate in match play to improve their skills.

**Kids Tennis Carnivals**

Tennis Carnivals are a great way to get kids into our junior programs and parents into our adult programs. Tennis Carnivals consist of games, prizes, treats, raffles, and fun!

**Junior Tennis Leagues**

Our beginner and intermediate junior players have the opportunity to participate in local tennis leagues to give them an introduction to competitive play.

**Junior Holiday Camps**

We offer Holiday Camps for juniors during the December break and Spring break. The Holiday Camps are a fun and instructive way for kids to work on their skills over the holidays.

**USTA Tournaments**

Peter Davis runs a number USTA tournaments every year. The USTA tournaments we run allow our junior program participants to compete in local and state events to improve their tennis. It also allows outside players to be exposed to The Tennis Learning Center and our programs with the potential of outside players joining our programs.

**Academy Program**

Our Academy Program is one of the finest programs in the area. Players are trained in proper strokes, strategy and fitness. Many of the juniors training at our academy are highly ranked in the nation and world. After school, half-day, and full day academy programs are available.

## **Facility**

Tennis Insights, Inc. offers a variety of services for players and customers.

### **Ball Machine Rentals**

Ball machine use provides the opportunity to work on your tennis strokes without having to play with a hitting partner. The Tennis Learning Center will provide a ball machine at certain hours at a nominal fee.

### **Private Lessons**

Private lessons are available for all levels of players, adults and juniors. We have a full staff of USPTA pros with the latest instructional techniques to help all players improve to the highest possible level.

### **Pro Shop Merchandise**

The Pro Shop at The Tennis Learning Center carries a variety of racquets and accessories. We have plans to expand the merchandise in the pro shop to clothing, bags, and headgear.

### **Drinks and Snacks**

We offer a variety of drinks such as Gatorade, soda, coffee, and coconut water in addition to snacks such as candy, chips, and protein bars.

### **Yearly Permits**

Juniors, Individuals, and Families who are regular customers of the Tennis Learning Center have the opportunity to buy a yearly permit which enables them to play for free and participate on league teams and programs.

### **Racquet Stringing**

Tennis Insights, Inc. has a full service racquet stringing program. We have a wide variety of tennis strings and two stringing machines including a top of the line One String stringing machine. We have experienced racquet stringers who offer same day and next day stringing service.

## **Community Service**

### **Wheelchair Tennis**

We are proud to partner with Patch Reef Park's premier wheelchair tennis program and offer clinics and events to Palm Beach County's wheelchair tennis players.

### **Charity Events**

At least 5 or 6 times a year, Tennis Insights, Inc. makes the facility available for various charities such as cancer and autism research. We never charge a rental fee and always donate to the charity using the tennis center.

## **Conclusion**

For eighteen years, Tennis Insights, Inc. has provided educational and fun programming for the local community at prices much lower than those found at private tennis clubs and competitive with local public tennis facilities. Through instruction, league play, junior programs, events, etc., Tennis Insights has built a tennis program that is unmatched by any other facility. We are constantly seeking to add new and innovative programming to serve our customers.

### 3. Fee Schedule

30-min private lesson:	\$35.00 w/permit	\$38.00 w/o permit
45-min. private lesson:	\$50.00 w/permit	\$53.00 w/o permit
60-min. private lesson:	\$65.00 w/permit	\$68.00 w/o permit
90-min. adult clinics:	\$25.00 w/permit	\$28.00 w/o permit
60-min. junior clinics:	\$20.00 w/permit	\$23.00 w/o permit
Round Robins:	\$10.00 w/permit	\$12.00 w/o permit
Annual junior permit:	\$100.00	
Annual adult permit:	\$250.00	
Annual family permit:	\$400.00	
Ball machine rental:	\$10.00 w/permit	\$12.00 w/o permit
Racquet rental:	\$3.00 w/permit	\$3.00 w/o permit
Racquet stringing:	\$15.00-\$35.00 (depending on string choice)	
Court fees:	\$0.00 w/permit	
	\$3.00 per person/hr. PBC resident	
	\$5.00 per person/hr. non-PBC resident	
Light fees:	\$10.00 per court/hr.	
Snacks:	\$1.00-\$2.00	
Drinks:	\$1.00-\$2.00	



#### 4. Complimentary Courts:

Tennis Insights recognizes the good will generated by offering complimentary tennis courts to the public but, after 18 years of having done so, now proposes a plan transitioning elimination of complimentary court usage.

From November 1, 2014 until October 31, 2015, Tennis Insights will continue to offer three (3) complimentary tennis courts each day between the hours of 8:00am and 3:00pm and as many as twelve (12) complimentary racquetball courts each day between the hours of 7:30am and 6:00pm, except during large tournaments, round robins, or special events.

Pro shop personnel will assign complimentary courts when players check in. Complimentary courts will be assigned on a first-come-first-served basis. After three complimentary tennis courts have been assigned, Tennis Insights may at its discretion charge court fees for additional court usage. If others are waiting, use of complimentary courts may be limited to one hour.

From November 1, 2015 until October 31, 2016, Tennis Insights will continue to offer three (3) complimentary tennis courts each day between the hours of 12:00pm and 3:00pm and as many as twelve (12) complimentary racquetball courts each day between the hours of 7:30am and 6:00pm, except during large tournaments, round robins, or special events.

After October 31, 2016, Tennis Insights may allow complimentary court usage as a courtesy to guests but will no longer be contractually bound to do so.

#### 5. Staffing Levels:

Sufficient professional instructors, administrators, and pro shop personnel will be staffed to ensure proper maintenance, supervision, and execution of facility programs, services, and interaction with the public during all hours of operation.

#### 6. Marketing and Advertising:

Tennis Insights will continue to use a variety of marketing and advertising methods, budgeted at around \$4,800.00 per year, to promote The Tennis Learning Center at Burt Aaronson South County Regional Park, including:

- a. USTA-sanctioned tournaments: Hosting six to eight tournaments a year brings hundreds of players, parents, coaches, and spectators to the facility who might not otherwise have reason to frequent the park. It also expands our online presence as our facility is listed as a USTA Member Facility.
- b. Leagues: Hosting home matches versus teams from local clubs brings new players and guests to the facility and provides the facility's listing in the SPBCWTA's publications and website.
- c. Free Promotional Events: Free clinics for kids and adults who never tried tennis before bring new players to the game and to the facility.
- d. High School and College Tennis: The Tennis Learning Center hosts high school regional tournaments and matches between colleges and universities, which bring new guests to the park.
- e. Flyers/Mailers: When we host events, we try to get information regarding future events to participants. We also use our mailing list to promote events and special offers.
- f. Wheelchair Tennis: The Tennis Learning Center has partnered with Patch Reef Park to host wheelchair tennis tournaments and events, which increases our visibility to groups and individuals otherwise not familiar with the facility.

g. Name Branding: The name, “The Tennis Learning Center”, is displayed on hundreds of t-shirts and pieces of literature produced each year.

h. Partnerships: The Tennis Learning Center has formed strategic partnerships with the Evert Tennis Academy, with Mark and Ivan Baron of the International Tennis Championships in Delray Beach, and with others to help increase the visibility of the tennis facility.

i. Palm Beach County: The tennis and racquetball facilities at BASCRP are featured on the County’s Leisure Times website.

j. Our Website: pbctennislearningcenter.com features information about our programs, directions, and contact information.

k. Print advertising: Tennis Insights will invest approximately \$2400.00 each year in advertising space in Florida Tennis and other publications.

l. Racquetball tournaments: The Tennis Learning Center will continue to host World Outdoor Racquetball tournaments, which brings new people to the facility.

## 7. Capital Improvements and Betterments

Tennis Insights makes it a priority to update equipment and make capital improvements to keep The Tennis Learning Center in good condition. In the last two years, Tennis Insights has made the following improvements:

1. Repainted both bathrooms.
2. Bought 10 new deluxe teaching carts to replace old teaching carts.
3. Replaced 17 out of 19 tennis nets.
4. Bought a \$5000 One String racquet stringing machine.
5. Bought new computer, new register, and new television for sitting room.
6. Procured new furniture for sitting room.
7. Bought 19 new on court garbage cans.
8. Pressure washed all 19 courts.
9. Instituted recycling program by placing 9 recycle cans on courts and grounds which recycled 4 large bins of plastic bottles and cans each week.

Tennis Insights has considered a wide variety of capital improvements and will list the most popular ideas along with plans and specifications, estimated project costs, timeframes and implementation information (see next page):

a. Replacing carpet in pro shop:

The carpet in the pro shop is the original carpet that was installed when the pro shop was first built. The cost for replacing the carpet from Carpet and Tile is \$4881. The new carpet takes one day to install.

CAPITOL CARPET & TILE AND WINDOW FASHIONS  
SHADOWWOOD SQUARE  
9825 GLADES ROAD  
BOCA RATON, FL 33434  
Telephone: 561-353-9800 Fax: 561-613-0295

Page 2

SG004870

ACKNOWLEDGMENT

Sold To  
GLOBISCH, JOE  
11200 PAK ACCESS RD  
TENNIS LEARNING CENTER  
BOCA RATON, FL 33498

Ship To  
GLOBISCH, JOE  
11200 PAK ACCESS RD  
TENNIS LEARNING CENTER  
BOCA RATON, FL 33498

Order Date	Contact #	PO Number	Order Number
09/12/14	561-441-2222		SG004870

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
<u>Pro Shop, two offices, storage. (carpet)</u>						
* Removal and disposal of existing carpet.						
* Installing The Answer-Moonrock glued down.						
* Vinyl cove base.						
* Moving furniture.						
* Two year installation warranty.						
* Total = \$4881.						

-or-

Pro Shop, two offices, storage. (vinyl plank)

\* Removal and disposal of existing carpet.  
\* Installing Noblese-Warm Honey Oak.  
\* Vinyl cove base.  
\* Moving furniture.  
\* Two year installation warranty.  
\* Total = \$10,552.

09/16/14

3:05PM

Sales Representative(s):  
ANTHONY VENEZIA

Material:	0 00
Service:	0 00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0 00

The price of the materials is based upon information provided by the customer.  
Final price to be determined after actual measurement. I agree to the terms on  
the front and back of this agreement  
Signature of Buyer:

INVOICE TOTAL:	\$0.00
Discount:	0 00
Less Payment(s):	0.00
BALANCE DUE:	\$0.00

b. Repainting the pro shop:

The paint in the pro shop is also the original paint from the original pro shop. We think a new paint job will brighten and refresh the pro shop. The cost for repainting the pro shop from Five Star Painting is \$1350.01. To paint the pro shop takes one day.

Quote#: 3263 Date: 09/15/2014

Estimator: Lisa Peterford

Cell Phone: 561-322-9295 Office Phone: 561-900-7073

Mailing Address:



Customer Quote

Locally Owned and Independently Operated

First Name: Joe

Last Name: Globisch

Address: 11200 Park Access Road

Primary Phone: 561-441-2222 Email: joeglo1@Comcast.net

City: Boca ration, FL 33498

Customer Notes: Five Star Painting promises you a quality painting job that is clean, on time and on budget.

All rooms to be cleared of all collectibles and display items prior to paint.

Our Workers are not sub-contracted.

Details

- A Five Star representative will always do a thorough walk around with the customer, before the job starts, to ensure everyone has the same understanding. E.g. Colors, wall to be painted, timeframes, etc.
- Five Star will pole sand walls as necessary to remove burrs and prepare the walls for new paint.
- Five Star will put drop cloths down wherever painting is to be done.
- Five Star will always remove plug and light switch plates from the wall prior to painting.
- Five Star will do a clean up at the end of each day, and will do a thorough clean up at the completion of the job.
- Five Star will always do a walk around with the customer at the end of the job to ensure that the customer is completely satisfied with the final product.

Tennis Center main room

Super Paint White Satin: Walls (2 Coats)

Notes: Some walls are 18 high. All signage to be removed from walls prior to paint. Cream color to match original color.

Total

Materials: \$348.84

Labor: \$1,001.17

Total: \$1,350.01

Payment: \$0.00

Balance Due: \$1,350.01

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum stated above. Any alteration or deviation from the specification involving extra costs will become an extra charge over and above the quote. All accounts are due and payable upon completion of work as described above. In the event suit is brought, the prevailing party shall recover its attorney fees and costs. Finance charge of 1.5% per month will be applied on all past due accounts. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. This proposal may be withdrawn if not accepted within 15 days.

I agree to the payment terms and contract stated above:

Authorization to begin work (Client):

Work Completed to satisfaction (Client):

Contractor Signature:

Date:

Five Star quality without the five star price!

561 900-7073 - [fivestarpainting.com/bocaraton](http://fivestarpainting.com/bocaraton)

Please go to [www.fivestarpainting.com](http://www.fivestarpainting.com) for details on our 2 year warranty.

Quote#: 3263 Date: 09/15/2014 Estimator: Lisa Peterford Cell Phone: 561-322-9295 Office Phone: 561-900-7073

c. New windscreens:

Tennis Insights has plans to replace the old windscreens at the facility once the hurricane season is over. We plan to buy the windscreens from 10-S Supply for \$4122.95 and install them ourselves. It will probably take about 10 business days to install the windscreens.

**Joe Globisch**

**From:** "Ellen Smart" <esmart@10-s.com>  
**Date:** Tuesday, September 16, 2014 11:45 AM  
**To:** <joeglo1@comcast.net>  
**Subject:** 10-S Tennis Supply: Estimate #37227

**Estimate**

10-S Tennis Supply  
1400 NW 13th Avenue  
Pompano Beach, FL 33069  
Toll-Free: (800) 247-3907  
Local: (954) 969-5440  
Fax: (954) 969-5451  
<http://www.10-S.com>

Date 9/16/2014  
Estimate # 37227  
Expires 10/16/2014  
Sales Rep Ellen Smart  
Phone # 561-477-9660  
Fax #

**Bill To**  
South County Tennis Foundation  
11200 Park Access Rd  
Boca Raton Florida 33498-4931  
United States

**Ship To**  
South County Tennis Foundation  
11200 Park Access Rd  
Boca Raton Florida 33498-4931  
United States

Item	Quantity	Description	Customer Description	Rate	Options	Amount
EL3013-G	17	10-SHADE PLUS - 6' x 120'	(17) Rolls of 10-Shade Plus -GREEN OR BLACK 6' high x 120' long  Ships via ESTES Express - Delivery includes lift gate service.	219.00	Color: Green	3,723.00
FP1013	5,000	TY-RAPS - STANDARD - 8.0" - 50 LB	**Optional Ty-Raps**  **Estimate does not include installation**	0.03499		174.95

Subtotal 3,897.95  
Shipping Cost (Estes Freight) 225.00  
**Total \$4,122.95**

This is the estimate you requested. Thank you.  
Ellen Smart  
10-S Tennis Supply  
Phone: 800-247-3907  
Fax: 954-969-5451  
email: esmart@10-s.com

d. Pest Control:

Because The Tennis Learning Center is located at a regional park, there is a constant problem with ants and other pests. Tennis Insights has contracted with Hometown Pest Control to control the pest problem at the facility. Hometown Pest Control will close down the facility for 3 hours every two months to spray the entire facility for \$235 per application in addition to their monthly spraying of the pro shop. We are confident that this will solve the ant problem at the facility.

LAWN AND ORNAMENTAL AGREEMENT

HPC

Hometown Pest Control, Inc.  
1202 Poinsettia Drive  
Delray Beach, Florida 33444  
(561) 483-4333 • Fax (561) 620-2604  
www.hometownpest.com

Customer Number 46729



Tennis Learning center.			Tennis Learning center		
ACCOUNT NAME	LAST	FIRST	BILLING NAME		
11200 park access RD			C/O Tennis Insights Inc		
SERVICE ADDRESS	STREET		BILLING ADDRESS	STREET	
Boia Park FL	33498				
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
561-441-2022					
SERVICE PHONE	HOME	OFFICE	BILLING PHONE		
Joseph G/08/08					
CONTACT PERSON	PHONE		ATTENTION		
START DATE					

SERVICE FREQUENCY			METHOD OF PAYMENT	
<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Every other month	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Year in Advance	
<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> One time service	<input type="checkbox"/> Other	<input type="checkbox"/> To Technician at Time of Service	
Initial Service Charge	\$235.00 per app.			
Regular Service Charge	\$			
Total Contract Amount	\$			
Subject to Applicable Sales Tax	\$			

SPECIAL INSTRUCTIONS: to treat entire turf area and shrubs around all tennis court. feedbacks are unlimited.

LAWN-WEED CONTROL: months	SYSTEMIC INSECTICIDE: months
2 3 4 5 6 7 8 9 10 11 12	① 2 ③ 4 ⑤ 6 ⑦ 8 ⑨ 10 ⑪ 12
FERTILIZATION: months	CONTACT INSECTICIDE: months
2 3 4 5 6 7 8 9 10 11 12	① 2 ③ 4 ⑤ 6 ⑦ 8 ⑨ 10 ⑪ 12

TERMS AND CONDITIONS

- Hometown Pest Control agrees to provide lawn and ornamental services in accordance with the conditions as outlined above.
- The customer agrees to make the premises available for service, and to accept such service described above.
- This contract does not guarantee against present or future vermin damage to lawn, shrubs, or trees, or provide for replacement.
- This contract shall be effective for 12 months from the date of acceptance, and shall be automatically renewed for a 12 month period each year, thereafter, unless notice of cancellation is delivered by either party at least 30 days prior to the end of any such 12 month period (Certified Mail). The customer may also cancel this contract in the following manner: If the customer is not satisfied with the service performed by Hometown Pest Control then the customer may terminate the contract upon written notice to Hometown Pest Control.
- The undersigned represents and warrants that he or she is the authorized agent for the owner of the property located at the service address and has full power and authority to enter this contract and that this is binding on the owner.
- Attorney's fees, costs and interest shall be due to the prevailing party in any action for collection of fees and costs due hereunder. Interest will be charged at the rate of 1 1/2% per month up to the date of collection. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.
- HPC reserves the right to increase the price of services on anniversary date.

Hometown Pest Control

9/2/14

Accepted By



#### Conclusion:

Tennis Insights has run quality programming for Palm Beach County for 18 years. We want to be known for providing the best instruction, events, tournaments, etc. in Palm Beach County. We also want to keep the tennis facility at Burt Aaronson South County Regional Park in great shape by upgrading, refurbishing, renovating and repairing equipment and structures.

### **Mission Statement**

We at Tennis Insights, Inc. promise:

- We will do everything in our power to reach out to the community to bring new players to the facility through advertising, innovative programs, high quality instruction, and fun events.
- We will do everything we can to make every customer's tennis experience the best it can possibly be.
- No customer will feel left out or that there is nothing to do. We will stay in touch and communicate with every player who visits the Tennis Learning Center to make sure they are involved with the program.
- We will be organized and communicate with all customers via internet, phone calls, and email to tailor a program which will meet every player's need.
- We will keep the facility in excellent condition through proper maintenance, upgrading of equipment, and capital improvements.
- We will work with Palm Beach County to follow all county procedures and protocols.
- Our goal is to make The Tennis Learning Center the best tennis facility in the country.

## II. Experience and Qualifications:

The Tennis Learning Center's professional staff has 130 years total experience as Tennis Coaches and Directors, with over 50 years experience as city and county public tennis facility directors. Our staff has brought over 40 ladies teams to division championships and has trained over 50 juniors to top national and international rankings. We believe we have the finest, most experienced team in the country.

**Peter Davis: Tennis Insights President and Facility Manager, USPTA, USPTR**  
Peter is a certified tennis professional and original partner in Tennis Insights, which has held the lease and managed the facility at South County Regional Park for the last 18 years. Peter runs six to eight USTA-sanctioned tournaments per year, led fifteen championship ladies teams, and oversees a junior program which has produced many top tournament players. Peter is a Florida native who holds a BA in English Literature from Florida State University and an MA in English literature from Florida Atlantic University. Having successfully run the tennis facility in the past, and having maintained a long and excellent relationship with the County, Peter is well qualified to continue doing so in the future.

**Joe Globisch: Tennis Director**

Joe has been a Tennis Director for a total of 21 years and has started two tennis facilities from scratch including USTA Facility of the Year, Biltmore Tennis Center. He was hired by the City of Coral Gables to start the facility. He played on the pro circuit for 5 years, has written two books on doubles strategy and drills, has trained over 20 juniors ranked in the top twenty in the world and United States, and has taken 7 ladies league teams to championships in the last four years. He was the tournament director for the Orange Bowl International Tennis Tournament. He is starting his fifth season as director at Burt Aaronson South County Regional Park.

**Bob Howell: Assistant Director**

Bob has 31 years working at public tennis facilities, including 28 years for the City of Boynton Beach as the director of the Boynton Beach Tennis Center. He has years of experience in every phase of facility management including lessons, clinics, ladies teams, USTA tournaments, events, facility maintenance, etc. He has been with The Tennis Learning Center for 4 years working with the ladies teams, junior clinics, events, tournaments, and adult clinics.

**Sylvester Black: Academy Director**

Sylvester has been working with top national and international ranked juniors for 18 years. His two daughters were ranked #1 in the world when they were 11 and 12. He currently works with 27 junior players and has trained 8 players ranked #1 in the world and 15 players ranked #1 in the United States. The USTA has rated him as the most successful coach in the country. He works with Sloane Stevens when she trains in Boca Raton.

**Jim McDonald: Consulting Pro**

Jim has 32 years as a Tennis Director, with a background in exclusive private country clubs, tennis clubs, public facilities and national level tennis administration. He has taught all levels of play, recruited and retained outstanding staff and has experience in all facets of tennis club programming and management. He has worked at The Tennis Learning Center organizing adult programming and currently offers his expertise as a consultant.

**Matthew Spiegel: Wheelchair Tennis Professional**

Matthew has been working with wheelchair tennis programming for a number of years. He has coached, developed programming, and worked wheelchair tournaments over the last several years. He has worked at The Tennis Learning Center giving lessons to wheelchair tennis players and will continue to develop programming for our facility.

**Jeff Drock: Movement, Cardio, and Fitness Coach**

Jeff has been working in the field of movement and fitness for the last 20 years. He has a Masters Degree in Exercise Science and has been a certified strength and conditioning specialist for 14 years. He has been working with our junior programs and ladies teams for 3 years in movement, fitness, tennis specific functional training, aerobics, and cardio tennis. He has worked with over a dozen national junior champions.

### 3. Business, Operational, Management References:

- a. Florida Power and Light, 1997-Present  
Contact: Billing Department  
PO Box 025576  
Miami, FL 33102                      Ph: 800-375-2434
- b. United States Tennis Association/Florida Office, 1996-Present  
Contact: Ann Brown  
1 Deuce Court, Suite 100  
Daytona Beach, FL                      Ph: 386-671-8949
- c. Wilson Racquet Sports, 1996-Present  
Contact: Jim Willwerth  
126 Via Zamora  
Jupiter, FL 33458                      Ph: 561-289-3756
- d. Michael P. Baldwin, 1990-Present  
Director of Tennis, USPTA Florida Division President  
The Club at Mediterra,  
15755 Corso Mediterra Circle  
Naples, FL 34110                      Ph: 561-789-7221

### 4. State of Florida Corporation:

Tennis Insights, Inc. has a current business Certification of Registration with the State of Florida, Certificate #V41734.

Tennis Insights' FEI # is 65-0341502 (copy attached on following page).

**2014 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# V41734

Entity Name: TENNIS INSIGHTS, INC.

Current Principal Place of Business:

6723 VIA REGINA  
BOCA RATON, FL 33433

Current Mailing Address:

6723 VIA REGINA  
BOCA RATON, FL 33433 US

FEI Number: 65-0341502

Name and Address of Current Registered Agent:

DAVIS, PETER  
6723 VIA REGINA  
BOCA RATON, FL 33433 US

**FILED**  
**Apr 24, 2014**  
**Secretary of State**  
**CC8914858798**

Certificate of Status Desired: No

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	PD	Title	VP
Name	DAVIS, PETER	Name	GLOBISH, JOSEPH
Address	6723 VIA REGINA	Address	6723 VIA REGINA
City-State-Zip:	BOCA RATON FL 33433	City-State-Zip:	BOCA RATON FL 33433

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: PETER DAVIS

PD

04/24/2014

Electronic Signature of Signing Officer/Director Detail

Date

### III. Revenue Proposal:

Tennis Insights proposes to pay County \$16,800.00 annual rent, or \$1,400.00 per month, plus applicable tax.

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## IV. Financial Ability

Tennis Insights, Inc. has been in business for eighteen years providing quality tennis programming for Palm Beach County. We have increased our revenue 151% over the past 6 years and have survived Florida hurricanes and the 2008 financial meltdown. With the addition of \$6000 per month revenue added to our income provided by our academy program, Tennis Insights, Inc. will continue to be financially stable and live up to our high standard of service to Palm Beach County.

Section II. B. 4 of the RFP requires the Respondent to submit at least one of four exhibits of financial stability.

Tennis Insights, Inc. is submitting the following two (next 2 pages):

1. A statement from an independent certified public accountant attesting to financial stability.
2. A reference letter from Tennis Insights' bank indicating the bank's relationship with us and providing a credit reference.

**JEFFREY B. RABIN**  
**Certified Public Accountant**  
**7654 SW 54<sup>th</sup> Avenue**  
**Miami, FL 33143-5849**  
**(305) 965-2298**  
**kiprabin@aol.com**

16 September 2014

Palm Beach County

***Re: Tennis Insights, Inc.***

To whom it may concern:

I have had the opportunity to analyze the corporate tax returns for Tennis Insights, Inc. for the three years ended December 31, 2013, as well as the internally prepared financial statements for the period ended June 30, 2014. Based on the returns and the June 30, 2014 statements, the Organization appears to be financially stable. In particular, while all three years and the 6 months ended months ended June 30, 2014 showed positive results, the last two and a half years in particular had strong revenues and solid management.


Please feel free to contact me directly if you have any questions or need further clarification.

Sincerely,



Jeffrey B. Rabin

# AMTRUST BANK®

A Division of New York Community Bank, Member FDIC 

20423 State Road # 7, Ste F-20 Boca Raton, FL 33498  
561-483-2517

August 28, 2014

Re: Tennis Insights, Inc.  
20423 State Road 7 Ste -F6-280  
Boca Raton, FL 33498-6797  
Tax ID Number: 65-0341502

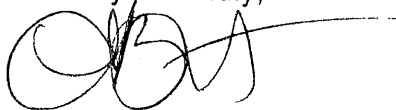
To Whom It May Concern:

Please be advised that Tennis Insights, INC had been a loyal depositor at our institution since 6/4/1998. To date the total balance of their relationship is \$8,135.82.

The account is in good standing.

Please call us at the number provided above should any more information be needed.

Thank you Kindly,



Jaclyn Hood- AVP, Branch Manager  
Mission Bay Location # 646



New York Community Bank • Member FDIC and its Divisions -  
Queens County Savings Bank • Roslyn Savings Bank • Richmond County Savings Bank  
Roosevelt Savings Bank • Garden State Community Bank • Ohio Savings Bank • AmTrust Bank

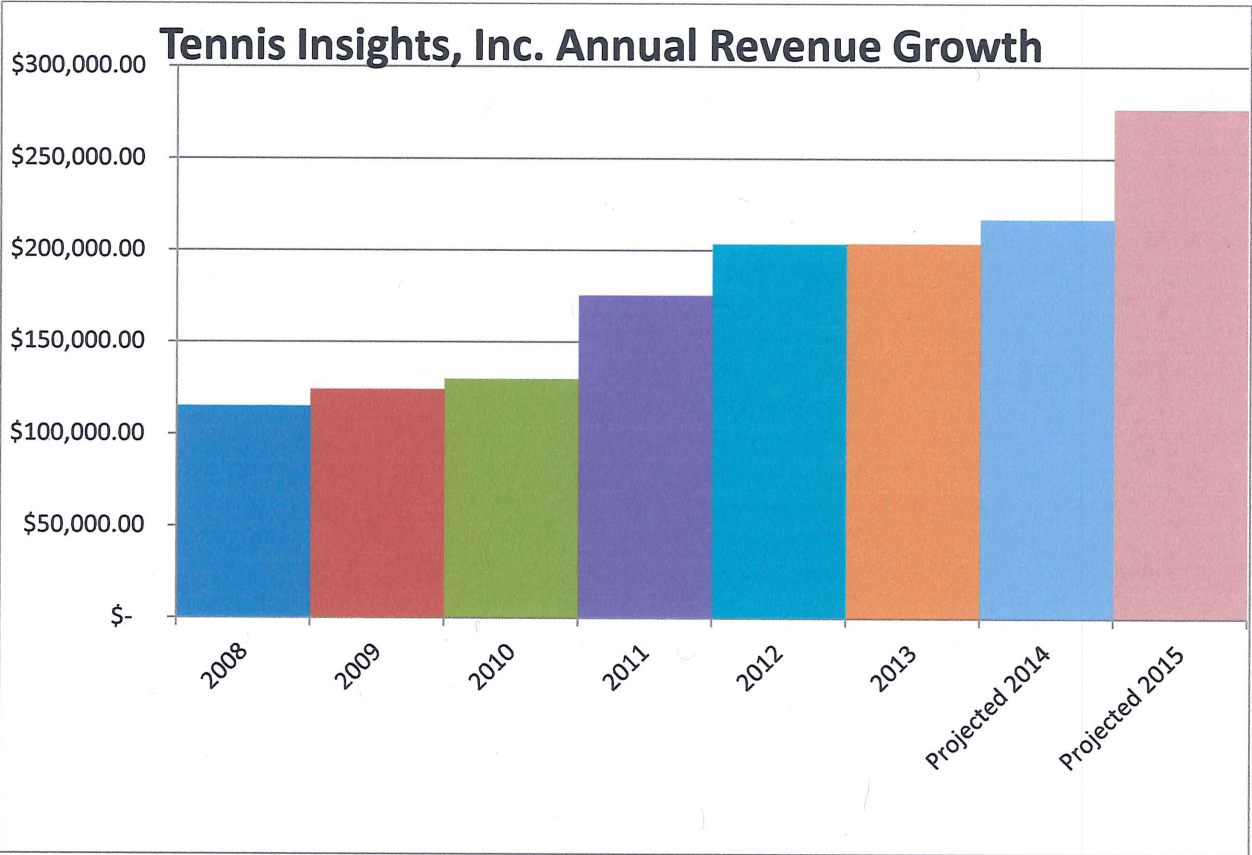
New York Commercial Bank • Member FDIC  
and its Atlantic Bank Division

The Format for Response requires a detailed narrative of the Respondent’s financial ability to implement its proposal. We submit our revenue growth over the past six years to show our growth and ability to implement our proposal.

For eighteen years, Tennis Insights, Inc. has been in business providing the best quality tennis programming and running a tennis facility for Palm Beach County. Tennis Insights, Inc. has consistently increased its revenue over time while keeping expenses constant. We have always kept the facility in good shape with repairs and capital improvements, such as painting the bathrooms, replacing nets and windscreens, replacing tennis equipment, such as balls and teaching baskets, pressure washing the tennis courts, etc. Our annual revenue has increased exponentially and our addition of \$6000 per month increase in our academy program starting November 1 ensures that we are financially capable of continuing to meet our financial obligations and will continue to provide quality tennis programming for Palm Beach County.

Tennis Insights, Inc. Annual Revenue	
2008	\$115,167.00
2009	\$124,199.00
2010	\$129,741.00
2011	\$175,129.00
2012	\$203,605.00
2013	\$203,890.00
Projected 2014	\$217,072.00
Projected 2015	\$277,072.00

In the last 6 years, Tennis Insights, Inc. increased its revenue dramatically. From 2010 to 2011, we grew 36% and between 2011 and 2012, we grew 16% with the addition of new ladies teams. We anticipate a 27% jump projected for 2015 with the addition of \$6000 per month revenue added to our income provided by the academy program. All in all, an increase of 151% between 2008 and 2015.

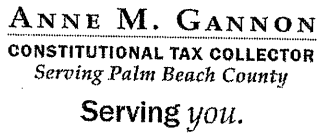


## V. Small Business Enterprise:

Tennis Insights is not classified as an “SBE.”

## VI. Local Business:

Tennis Insights qualifies as a local business because it is headquartered at 6723 Via Regina, Boca Raton, Palm Beach County, FL 33433. On the following page, find attached a photocopy of Tennis Insights' local business tax receipt as evidence of our local business status.



**\*\*LOCATED AT\*\***

11200 PARK ACCESS ROAD  
BOCA RATON, FL 33498-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
61-0015 MISC INSTRUCTOR	DAVIS PETER		U14.707614 - 08/28/14	\$33.00	B40106163

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2014/2015 LOCAL BUSINESS TAX RECEIPT**

TENNIS INSIGHTS INC  
TENNIS INSIGHTS INC  
6723 VIA REGINA  
BOCA RATON, FL 33433



**LBTR Number: 200104224**  
**EXPIRES: SEPTEMBER 30, 2015**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

## VII. Public Entity Crimes Sworn Statement:

Neither Peter Davis nor any of the agents, employees, or managers of Tennis Insights, Inc. has been charged with or convicted of a public entity crime.

Please see Exhibit F to the RFP in the "Exhibits Attached" section of this proposal.



Steve Schlamp

---

**From:** Steve Schlamp  
**Sent:** Wednesday, August 20, 2014 4:18 PM  
**To:** 'tennisinsights@comcast.net'; 'joeglo1@comcast.net'; 'charles@ceowensby.com'  
**Cc:** John Wildner; Dennis Yeskey; Margaret Jackson  
**Subject:** Burt Aaronson/South County Regional Park Tennis RFP 2014-102-SKS = Security Deposit Question

**Importance:** High

Tracking:	Recipient	Delivery
	'tennisinsights@comcast.net'	
	'joeglo1@comcast.net'	
	'charles@ceowensby.com'	
	John Wildner	Delivered: 8/20/2014 4:18 PM
	Dennis Yeskey	Delivered: 8/20/2014 4:18 PM
	Margaret Jackson	Delivered: 8/20/2014 4:18 PM

Good afternoon – this morning at 9:00am the mandatory Burt Aaronson South County Regional Park Tennis RFP 2014-101-SKS pre-proposal conference was held. When the conference ended, we traveled to the tennis complex for the mandatory site visit. During the site visit, Peter Davis of Tennis Insights requested clarification on whether Tennis Insights needed to submit the \$2,500.00 security deposit as required of this RFP as he already had a security deposit on file per being the current concessionaire. I informed Mr. Davis and the attendees that I would review Mr. Davis’ question with the Director of PREM and would notify all attendees via e-mail. Be advised that Tennis Insights has on file a \$1,000.00 security deposit submitted via a Bank of America cashier’s check #6371560. As RFP 2014-102-SKS requires the submittal of a \$2,500.00 security deposit, should Tennis Insights wish to submit a proposal for RFP 2014-102-SKS, then two (2) options exist:

- (1) Tennis Insights can submit a \$2,500.00 security deposit, and after Tennis Insights’ current Concessionaire Service Agreement expires on 10/31/14 the \$1,000.00 security deposit on file will be returned to Tennis Insights; or,
- (2) Tennis Insights can submit a \$1,500.00 security deposit (the difference between the \$2,500.00 required amount and the \$1,000.00 amount on file) which will then be combined with the \$1,000.00 on file to satisfy the \$2,500.00 security deposit requirement.

Please let me know if you have any questions. Thank you.

Steve



Steven K. Schlamp, Property Specialist  
Palm Beach County Board of County Commissioners  
Facilities Development & Operations Department  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
Telephone: (561) 233-0239  
Facsimile: (561) 233-0210  
E-Mail: [sschlamp@pbcgov.org](mailto:sschlamp@pbcgov.org)

IX. Security Deposit:

Photocopy below shows \$1,500.00 cashier's check payable to Palm Beach County Board of Commissioners. Tennis Insights has additional \$1,000.00 deposited with Palm Beach County from the previous concessionaire's agreement.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

**NYCB** Member FDIC **NEW YORK COMMUNITY BANK**

**OFFICIAL CHECK**

6011609978

50-1211  
1214

09/06/14

Date

PAY TO THE PALM BEACH COUNTY BOARD of COMMISSIONERS  
ORDER OF

\$ 1,500.00

\*\*\* One Thousand Five Hundred Dollars and 00 Cents \*\*\*

\_\_\_\_\_ DOLLARS

USC19548

RUB RED IMAGE  
FACES WITH HEAT

Issued by New York Commercial Bank, Westbury, New York  
1-800-535-2269

Authorized Signature

Authorized Signature

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑆601160997⑆ ⑆021412114⑆ 344621⑆

## X. Additional Information:

Dear Selection Committee,

As you know, Tennis Insights has been a committed and dependable partner of Palm Beach County for many years. Our impact on the tennis community in the South County region has been positive and enriching for thousands of residents and visitors over that time. Tennis Insights has employed scores of tax-paying employees and contributed substantially to the local economy while minimizing costs to the County. Our partnership with Palm Beach County Parks and Recreation has produced one of the finest tennis facilities in the nation in a beautiful, clean, safe environment, about which we can all feel very proud.

We welcome the chance to continue growing our programs, reaching even more participants and customers, and making a positive impact in our community. Thank you for partnering with us over the years, and for the opportunity to create even more success.

A handwritten signature in black ink, appearing to read 'Peter Davis', with a stylized flourish extending to the right.

Peter Davis  
Tennis Insights, Inc.

## CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, a preference shall be given to those Respondents who have a permanent place of business in Palm Beach County ("County") and who hold a valid occupational license issued by the County that authorizes the Respondent to provide the goods or services to be purchased. To receive a local preference, a Respondent must have a permanent place of business in existence prior to the County's issuance of a request for proposals. A valid occupational license issued by the County Tax Collector shall be used to verify that the Respondent had a permanent place of business prior to the issuance of the request for proposals. A Palm Beach County Occupational License is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the Respondent shall include their current occupational license. The Respondent must submit this Certification of Business Location along with the required occupational license at the time of proposal submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification shall cause the Respondent to not receive a local preference. Please note that a proposal submitted to the County must be from an address located within Palm Beach County in order for local preference to apply.

I. Respondent is a:

       Non-Local Business     A non-local business is one that does not have a permanent place of business in Palm Beach, Martin, Broward, or Miami-Dade County.

       Regional Business     A regional business is one that has a permanent place of business in Martin, Broward, or Miami-Dade County.

(Please indicate):

       Martin County

       Broward County

       Miami-Dade County

  X   Local Business     A local business has a permanent place of business in Palm Beach County

(Please indicate):

  X   Headquarters located in Palm Beach County

       Permanent office or other site located in Palm Beach County  
from which a vendor will produce a substantial portion of the goods  
or services to be purchased

\*\*A post office box or location at a postal service center is not acceptable.

II. The attached copy of Respondent's Palm Beach County Occupational License verifies Respondent's permanent place of business in Palm Beach County.

THIS CERTIFICATION is submitted by Peter Davis, as  
(Name of Individual)

President, of Tenny's Insights, Inc.  
(Title/Position) (Firm Name of Respondent)

who hereby certifies that the information stated above is true and correct, that the Respondent has a permanent place of business in Palm Beach County, and that the attached Palm Beach County Occupational License is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Respondent on this Certification is considered an unethical business practice and is grounds for sanctions against future County business with the Respondent.

(Signature)

(Date)

**Sworn Statement On Public Entity Crimes**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Palm Beach County  
(print name of public entity)  
by Peter Davis, President  
(print individual's name and title)  
for Tennis Insights, Inc.  
(print name of entity submitting sworn statement)  
whose business address is 6723 Via Regina  
Boca Raton FL 33433 and, (if applicable) its Federal  
Employer Identification Number (FEIN) is 650341502  
(If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate by placing a check in front of the statement which applies.)


☒ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (one) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

STATE OF Florida  
COUNTY OF Palm Beach

  
(signature)  
9/6/14  
(date)

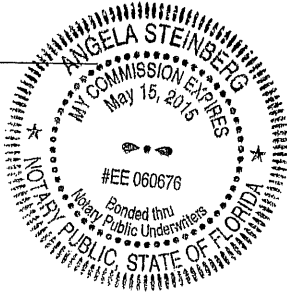
PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
Peter Davis, who is personally know to me or who has produced \_\_\_\_\_  
(name of individual signing)  
Florida Drivers, as identification, and who, after first being sworn by me,

affixed his/her signature in the space provided above on this 6 day of Sept, 2014.

  
\_\_\_\_\_  
Notary Public

Print Notary Name  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:



**Addendum No. 1 to RFP No. 2014-102-SKS  
To Provide Concessionaire Services at  
Burt Aaronson South County Regional Park**

**August 29, 2014**

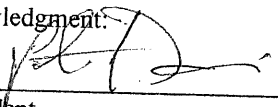
This Addendum shall be added to and become a part of the RFP and be governed by all terms and conditions set forth therein.

The following are changes, additions and/or deletions to the RFP:

1. Proposal Due Date has been changed from Wednesday, September 3, 2014, to Wednesday, September 10, 2014, at 10:00 a.m. local time.

NOTE: Please acknowledge receipt of this Addendum No. 1 by signing below and returning this page with your proposal. Each Addendum to the RFP must be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.

Acknowledgment:

  
Respondent

8/29/14  
Date

G:\PREM\RFP\2014\BURTAARONSONPARKTENNISCONCESSION\RFP ADDENDUM NO 1.DOCX

**Addendum No. 2 to RFP No. 2014-102-SKS  
To Provide Concessionaire Services at  
Burt Aaronson South County Regional Park**

**September 11, 2014**

This Addendum shall be added to and become a part of the RFP and be governed by all terms and conditions set forth therein.

A. The following are changes, additions and/or deletions to the RFP:

1. Proposal Due Date has been changed from Wednesday, September 10, 2014, to Friday, September 19, 2014, at 10:00 A.M. local time.

2. The Selection Committee Meeting is scheduled for Tuesday, September 23, 2014, at 10:00 A.M. local time at: PREM, 2633 Vista Parkway, West Palm Beach, FL 33411.

3. Section II, Proposal Requirements, B.1. Operational Plan/Business Plan, of the RFP is modified to include the following:

g) Capital Improvements or Betterments. Proposed Respondent funded and County approved improvements or betterments to any part of the County's facilities that have a useful life of more than three (3) years. Respondent shall submit detailed plans and specifications for all capital improvements to the County's facilities, including estimated project costs, timeframes and implementation information. This will limit the County's right to terminate the Agreement pursuant to Article XV, Annual Budgetary Funding/Termination, of the Concessionaire Service Agreement.

4. Section 3.02 Concessionaire's Alterations, of the Concessionaire Service Agreement is deleted in its entirety and replaced with the following:

**Section 3.02 Concessionaire's Alterations**

Concessionaire shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Licensed Area suitable for Concessionaire's intended use. Concessionaire shall not install any permanent improvements within the Licensed Area without County's written consent. Prior to commencing any work within the Licensed Area, Concessionaire shall furnish to the Department for written and discretionary approval, plans and specifications for any capital improvements or betterments, including equipment or utilities to be installed by Concessionaire within the Licensed Area ("Alterations"). All work performed to the Licensed Area, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Concessionaire, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Agreement. Department's approval of the plans and specifications submitted by Concessionaire in conjunction with Concessionaire's Alterations may, at Department's sole option, be contingent upon the receipt by the Department of a surety company payment and performance bond obtained by Concessionaire at its sole cost and expense. Said bond shall be issued by a surety company satisfactory to County, insuring completion of Concessionaire's Alterations free and clear of all liens, encumbrances, chattel mortgages, conditional bills of sale and other title retention or security agreements or other charges, all in accordance with the plans and specifications approved by the County. Concessionaire shall design and construct such Alterations at Concessionaire's sole cost and expense, in accordance with the requirements of this Agreement and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of Concessionaire's construction and Alterations shall be made and performed in a good and workmanlike manner using good quality materials and supplies and shall be diligently performed to completion strictly in accordance with the approved plans and specifications therefore.



5. Article XV, Annual Budgetary Funding/Cancellation, of the Concessionaire Service Agreement is deleted in its entirety and replaced with the following:

**ARTICLE XV  
ANNUAL BUDGETARY FUNDING/TERMINATION**

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Upon expiration of the initial Term of the Agreement, County shall have the right to terminate this Agreement for any reason upon ninety (90) days prior written notice to Concessionaire, whereupon the parties shall be relieved of all further obligation hereunder. Notwithstanding the foregoing, in the event Concessionaire provides evidence reasonably satisfactory to the County, that the Concessionaire has expended a minimum of \$150,000 for approved capital improvements or betterments to the Licensed Area during the initial Term of the Agreement, the County shall waive the above right to terminate this Agreement and will grant to Concessionaire, provided Concessionaire is not then in default of this Agreement, the right to exercise its first option to extend the Term under the same terms and conditions as this Agreement. In the event Concessionaire provides evidence reasonably satisfactory to the County, that the Concessionaire has expended a minimum of \$300,000 for approved capital improvements or betterments to the Licensed Area during the initial Term of the Agreement, the County will waive the above right to terminate this Agreement as it relates to the first and second options to extend the Term, provided Concessionaire is not then in default of this Agreement; provided however, Concessionaire duly and timely exercises its option to extend the Term of this Agreement.

- B. Exhibit "B", Concessionaire Service Agreement, is hereby deleted in its entirety and replaced with the attached Exhibit "B".
- C. The following are questions received regarding the RFP and the County's response:
1. Questions received from Charles Owensby:

Question: Has the County exercised such right of cancellation (County shall have the right to cancel this Agreement for any reason upon ninety [90] days prior written notice to Concessionaire, whereupon the parties shall be relieved of all further obligations hereunder) under Article XV (of the Concessionaire Service Agreement) in any recreational concessionaire agreement?

Answer: The Contact Person is not aware of an instance whereby the County exercised a right of cancellation as referenced above.

Question: Would the County consider either elimination of this portion of Article XV of the Concessionaire Service Agreement or modification to something along the lines of "Notwithstanding anything to the contrary in this Article XV, if during the Term Concessionaire has installed or is installing permanent improvements in the Licensed Area in compliance with this Agreement of a cost to Concessionaire exceeding \$[TBD], then the County shall not exercise its right to cancel this Agreement under Article XV."?

Answer: Article XV of the Agreement, as well as other portions of the RFP and the Agreement, have been modified (see paragraph B. above) to reflect what may occur should a proposal include a provision for capital improvements.

Question: Please confirm the entity I signed in under at the mandatory meeting. My LLC is Palm Beach International Tennis Association, LLC, but I want to make sure I did not inadvertently sign in as Palm Beach **County** International Tennis Association, LLC. Again, please just confirm entity as per sign-in at mandatory meeting.

Answer: At the mandatory pre-proposal conference held on August 20, 2014, Charles Owensby signed-in with the company name of "Palm Beach International Tennis Assoc., LLC". The word "County" was initially included but then crossed out. A copy of the sign-in sheet for this pre-proposal conference was sent to all attendees on August 29, 2014, at 3:54pm via an e-mail from the Contact Person.

Question: Could you please provide annual utility costs for the property? That is the one budget item that poses a challenge to estimate from a non-incumbent standpoint (just interested in the biggies of water, sewer, electric, gas).

Answer: Water and sewer is paid by the County's Parks & Recreation Department; electric averages \$1,200.00 per month according to Florida Power & Light; there is no gas service at the Licensed Area.

Question: Could you provide, assuming they are in the public domain, copies all prior responses to the most recent RFP?

Answer: The Contact Person contacted Mr. Owensby to clarify his question. Mr. Owensby meant to ask for all prior responses to the Concessionaire Service Agreement currently in place and operated by Tennis Insights, Inc. This current Agreement was issued through RFP No. 2008-102-SKS and the Agreement's term commenced on November 1, 2008. Copies of responses to RFP No. 2008-102-SKS are held in the County's long term storage site and are available for public viewing; however, the costs for such information is as follows:

- To remove a box from storage the fee is \$1.00 per box + \$15.00 service fee.
- To return from storage is \$1.00 per box + \$15.00 service fee.
- Photocopies: 8½" x 11" or 8½" x 14" = \$0.15 per copy for single-side copies; 8½" x 11" or 8½" x 14" = \$0.20 per copy for double-sided copies.
- Staff must be present upon viewing the information; if no photocopying is requested then no Staff cost is assessed. If photocopying is requested, Staff costs for the first half-hour is free; if photocopying exceeds a half-hour then Staff cost is assessed at the rate of \$18.22 per hour.

Please let us know whether you wish to have this information pulled from storage.

Question: On page 9 of 16 of the RFP, could you please clarify what is meant under Section II.B.1.c) regarding "Permit fees" and "Non-permit holder charges".

Answer: According to the County's Parks & Recreation Department, "Permit Fees" consist of annual membership charges (families and individuals); "Non-Permit Holder Charges" are charges for daily play.

**NOTE:** Please acknowledge receipt of this Addendum No. 2 by signing below and returning this page with your proposal. Each Addendum to the RFP must be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.

Acknowledgment:

\_\_\_\_\_  
Respondent

9/11/14  
\_\_\_\_\_  
Date

Attachment

G:\PREM\RFP\2014\BURTAARONSONPARKTENNISCONCESSION\RFP ADDENDUM NO 2. HF APP 9-11-2014.DOCX

**EXHIBIT "B" TO THE RFP**

**PALM BEACH COUNTY**

**CONCESSIONAIRE SERVICE AGREEMENT**

**between**

**PALM BEACH COUNTY**

**A POLITICAL SUBDIVISION OF THE**

**STATE OF FLORIDA**

**(County)**

**and**

Tennis Insights, Inc.

**(Concessionaire)**

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/23/2014      REQUESTED BY: Steven K. Schlamp      PHONE: 233-0239  
Property Spec./PREM      FAX: 233-0210

PROJECT TITLE: Burt Aaronson South County Regional Park      PROJECT NO.: 2014-5.008  
Tennis Concession RFP No. 2014-102-SKS

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$15,400)	(\$17,108)	(\$17,450.16)	(\$1,456.56)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$15,400)	(\$17,108)	(\$17,450.16)	(\$1,456.56)	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

*\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER

FUND: 0001      DEPT: 580      UNIT: 5250      OBJ: 4726  
SUB OBJ:


IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO \_\_\_\_\_

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- ☐ Ad Valorem (source/type: \_\_\_\_\_)
- ☐ Non-Ad Valorem (source/type: \_\_\_\_\_)
- ☐ Grant (source/type: \_\_\_\_\_)
- ☐ Park Improvement Fund (source/type: \_\_\_\_\_)
- ☐ General Fund      ☐ Operating Budget      ☐ Federal/Davis Bacon
- ☐ \_\_\_\_\_      ☐ \_\_\_\_\_      ☐ \_\_\_\_\_

SUBJECT TO IG FEE?      ☐ YES      ☐ NO

Department: Parks & Recreation Department

BAS APPROVED BY:       DATE: 9/23/14  
REBECCA PINE

ENCUMBRANCE NUMBER:  
G:\PREM\PM\In Lease\Parks - Burt Aar Park Tennis.2014\BAS.092314.doc

# ATTACHMENT NO. 4

## CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Peter Davis, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of Tennis Enright, Inc. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Licensed Area").

2. Affiant's address is: 6723 Via Regina  
Boca Raton FL 33437

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the concessionaire and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its entering into a Concessionaire Service Agreement for the Licensed Area.

FURTHER AFFIANT SAYETH NAUGHT.

Peter Davis, Affiant  
Print Affiant Name: Peter Davis

The foregoing instrument was sworn to, subscribed and acknowledged before me this 15 day of Sept, 2014, by Peter DAVIS [ ] who is personally known to me or [ ☒ ] who has produced Florida Drivers Lic as identification and who did take an oath.

Angela Steinberg  
Notary Public

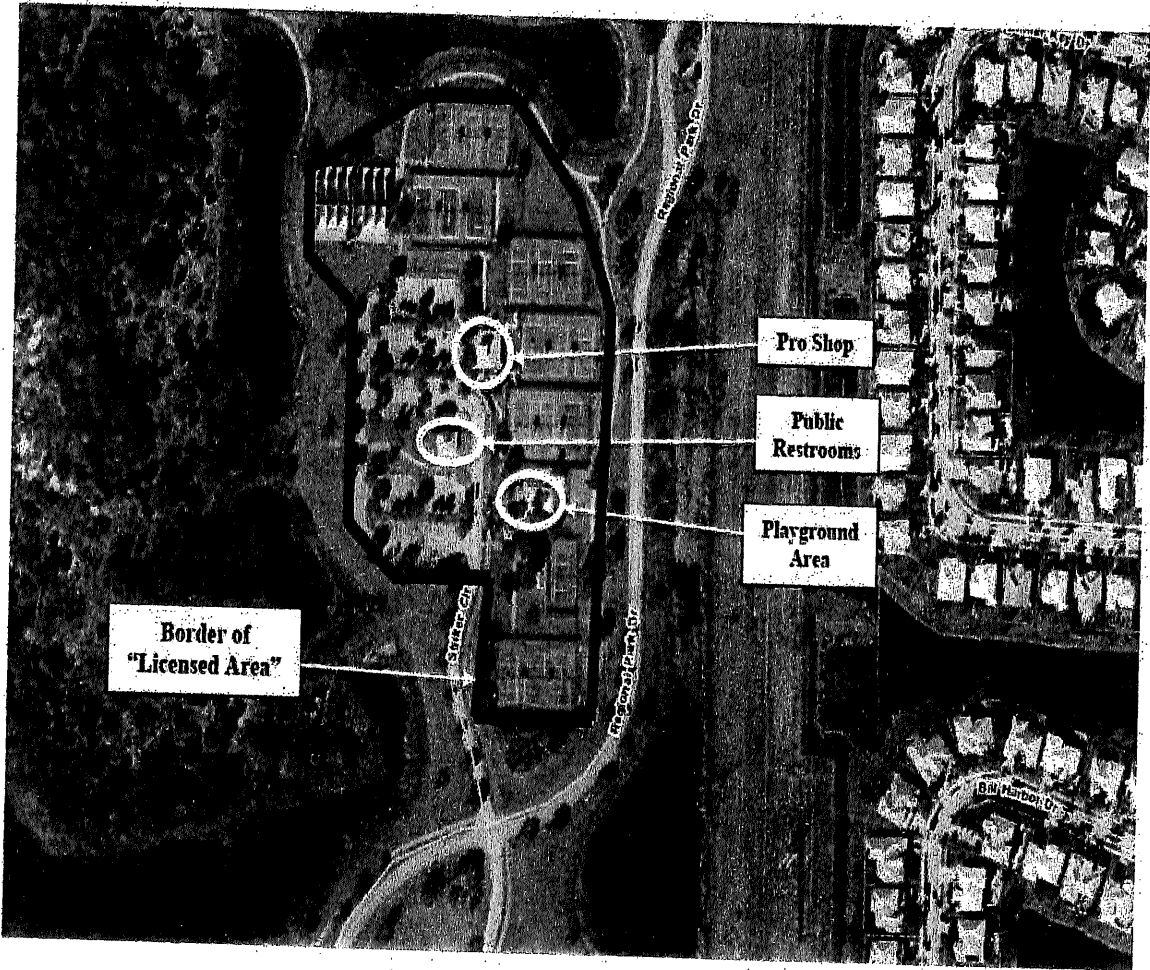
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**"Licensed Area"**



## SCHEDULE TO BENEFICIAL INTERESTS

NAME	ADDRESS	PERCENTAGE OF INTEREST
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Page 3 of 3