

MANATEE COUNTY FLORIDA

May 11, 2008

TO: All Proposers

SUBJECT:

Request For Proposal (RFP) #09-0045FL
Golf Course Food Concessions (Manatee County & Buffalo Creek Golf Courses)

ADDENDUM #1

The following items are issued to add to, modify and clarify the Request For Proposal document. Proposals are to be submitted on the specified time and date due, in conformance with the additions and revision listed herein.

1. Responses to the following questions:
 - a. Who is the current Manatee County Golf Course concession vendor?
Orange Blossom Catering, St. Petersburg, FL.
 - b. What are the total revenues for both concessions?
\$357,000 (estimated).
 - c. How many golf rounds played last year?
Manatee 60,000
Buffalo 54,000
Total 114,000
 - d. Are there any golf course memberships?
No.

Financial Management Department – Purchasing Division
1112 Manatee Avenue West, Bradenton, FL 34205
PHONE: 941.749.3042 FAX: 941.749.3034
www.mymanatee.org

e. Are there any golf leagues?

Manatee Course only – one (1) morning league year round, men and women, 40-120 range in weekly rounds – one (1) summer league, 5:30pm, 40 players.

f. Is there an average age of players at the course?

A variety of players from juniors to seniors.

g. What are the figures for the concessions last 3 years?

\$350,000 - \$400,000 estimated. Based on 7% of gross and 12% when monthly revenue is \$20,000. The golf courses have been paid the following:

	<u>Manatee</u>	<u>Buffalo Creek</u>
2008	\$11,167	\$12,097
2007	\$13,438	\$13,069
2006	\$12,611	\$12,725

h. Rounds played the last three (3) years?

See Attachment "1" to this Addendum.

i. Provide a copy of the current contract with addendums?

See Attachment "2" to this Addendum.

j. Provide the name and telephone number of golf cart company you deal with now?

Sun City Golf Cars, Barry Klawans (813)633-7843.

k. What is the County's policy about private coolers being brought on the course and how is it resolved?

No coolers as long as a beverage cart is available. Customers can bring their own water.

l. Are there any vending machines on the course?

Not at this time.

m. Are there any financial records such monthly revenue statements available from the prior concessionaires? Specifically from the past two years of operation?

See item g.

n. Is electric service included in the Buffalo Creek rent or is it separately paid for by the concessionaire?

Electric service is paid for by the golf courses (County).

o. Are both dining facilities designated as non-smoking?

Yes.

p. Is vending allowed inside the buildings or on the golf course premises?

Not at this time but could be discussed with the County.

q. Provide the cost of golf fees for the last three (3) years and the number of rounds yearly.

There are four price breaks through each day, the winter has ranged from \$49.99 to \$51.17 and the summer has ranged from \$23.60 to \$27.58. This does not take in to consideration any discounts.

r. What is the number of rounds of golf played this year vs. other years?

See Attachment "1" to this Addendum "1".

s. How many days per year (estimated) is the golf course closed due to rain or course maintenance?

Six (6) days.

t. What is the annual amount spent by the golf course for replacement or maintenance of the food equipment?

\$1,500 per year.

u. Will the County provide a secure shelter area for the food and beverage cart?

No.

v. What is the age of the county owned food equipment? If equipment is replaced by the concessionaire will it remain their property?

Equipment is old to new. Replaced equipment will be the property of the concessionaires.

w. Who is responsible for the following: painting of the facility, the grease traps, carpets, cleaning, light fixtures and cable TV?

This information is provided in the RFP.

x. If repairs to the facility are necessary, will the County complete them prior to the new contract?

No.

- y. Replacement of the Ansel System, hood, and exhaust might be due in the next 3 to 4 years since it is out of code. Since this is a high expense and a fixed part of the building, with County assume the responsibility of replacement if necessary? Replacement could be caused by the activation of the current unit, inspection by an insurance carrier, or a fire-marshall inspection code violation.

No, we will not assume the cost of the exhaust hood.

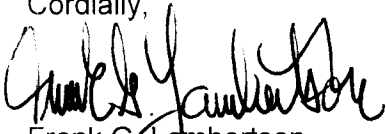
- z. Are the two upright freezers part of the Manatee County Golf Course Concession Equipment Inventory list?

No.

- 2. No additional questions will be considered after the issuance of this Addendum.

Proposals are to be prepared as instructed in this Request For Proposals and shall be received at Manatee County Purchasing Office, 1112 Manatee Avenue West, Bradenton, Florida, FL 34205 until **4:00 P.M., Tuesday, May 19, 2009.**

Cordially,



Frank G. Lambertson
Contracts Negotiator

ATTACHMENT "1"

ROUNDS ANALYSIS
MANATEE COUNTY GOLF COURSE

	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Total
2009	3,744	5,477	4,477	5,123	6,408	7,738							
2008	4,450	5,331	4,596	4,521	6,452	7,566	7,107	5,191	4,219	4,277	3,674	3,512	60,896
2007	5,067	5,111	4,324	5,145	6,157	8,253	6,309	5,296	4,505	4,611	4,158	3,705	62,641
2006	5,206	5,590	4,239	5,750	6,896	8,463	7,226	5,300	3,936	4,248	4,157	3,870	64,816
2005	5,420	5,912	4,407	5,974	7,151	8,056	6,610	5,570	4,840	5,054	4,430	4,109	67,436
2004	4,864	5,229	4,340	5,412	6,668	8,155	6,634	4,968	4,247	4,572	4,090	2,973	62,152
2003	4,501	4,820	4,285	5,464	7,101	8,182	6,970	4,887	4,217	4,987	4,467	3,774	63,655
2002	5,166	5,688	4,770	6,001	6,306	7,776	6,645	4,775	4,303	4,339	4,216	3,347	63,401
2001	5,304	5,415	5,265	6,728	8,031	7,996	7,733	5,674	4,929	5,034	4,665	3,282	70,056
2000	5,035	5,861	5,447	6,723	7,797	8,930	7,409	5,281	4,796	5,027	4,635	3,946	70,590

ROUNDS ANALYSIS
BUFFALO CREEK GOLF COURSE

	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Total
2009	4,160	4,578	3,589	5,792	5,357	6,305							
2008	3,956	4,658	4,217	4,428	6,195	6,766	6,145	4,936	3,348	3,239	3,247	3,488	54,623
2007	4,055	4,440	4,023	4,870	5,542	7,312	4,974	4,751	4,636	3,922	3,670	3,988	56,183
2006	4,155	5,016	4,142	5,088	6,024	7,399	5,691	4,944	3,537	3,762	2,925	3,148	55,338
2005	4,052	5,443	3,780	4,947	6,096	6,433	4,910	5,375	3,651	4,165	2,887	2,190	56,447
2004	3,815	4,844	4,168	4,710	5,978	6,705	5,869	5,130	3,896	3,935	2,887	2,190	51,566
2003	3,579	4,427	4,094	4,558	5,823	6,685	5,642	4,865	3,230	3,934	3,194	2,698	55,957
2002	4,952	5,173	5,136	5,079	5,567	6,616	5,832	3,955	3,731	3,528	3,413	2,978	55,952
2001	4,699	5,100	5,144	5,818	6,752	6,868	6,840	4,910	4,087	4,273	3,567	3,048	61,206
2000	4,069	5,322	5,168	5,512	6,448	7,640	6,724	4,856	4,176	4,252	3,842	3,614	61,623

ATTACHMENT "2"

ADDENDUM NUMBER FIVE TO MASTER LICENSE AGREEMENT FOR MANATEE AND BUFFALO CREEK GOLF COURSES FOOD CONCESSIONS

THIS ADDENDUM NUMBER FIVE is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with mailing address at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **ORANGE BLOSSOM CATERING, INC.**, duly authorized to conduct business under the laws of the State of Florida, with a mailing address at 220 4TH Street, North, St. Petersburg, Florida 33913 hereinafter referred to as the "Licensee".

WHEREAS, on December 21, 1995 the parties hereto entered into a License Agreement for the right and privilege to use and operate the food concession areas at the Manatee and Buffalo Creek Golf Courses Food Concessions as provided for in this "the Agreement;" and

WHEREAS, the agreement provides for a initial term of five years, with options to extend the Agreement for additional periods of two (2) years; and

WHEREAS, on November 7, 2000 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2001 and ending December 31, 2002; and

WHEREAS, on October 15, 2002 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2003 and ending December 31, 2004; and

WHEREAS, on December 14, 2004 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2005 and ending December 31, 2006; and

WHEREAS, on January 23, 2007 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2007 and ending on December 31, 2008; and

WHEREAS, County has determined there is a continuing need for the services for a six (6) month period while a new Request for Proposal is issued.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The County hereby extends the Agreement commencing on January 1, 2009 and ending on June 30, 2009.
2. All other terms and conditions of the Agreement shall remain in full force and effect during the extended term.

The parties hereto have caused this Addendum Number Five to the Manatee and Buffalo Creek Golf Course Food Concession License Agreement to be fully executed, in duplicate, by their authorized representatives.

WITNESS:

**ORANGE BLOSSOM
CATERING, INC.**

Sign Name: Cheryl Stevenson

By: [Signature]

Print Name: Cheryl Stevenson

Print Name: Ed Shammas

Title: President

RECOMMENDED BY MANATEE COUNTY PARKS & RECREATION DEPARTMENT:

By: [Signature]
Cindy Turner, Director

APPROVED AS TO FORMAT AND CORRECTNESS:

By: [Signature] 1/12/09
R. C. "Rob" Cuthbert, C.P.M.
for Purchasing Division

APPROVED, with a quorum presented and voting this 27th day of January 2009

"COUNTY"
COUNTY OF MANATEE, a political sub-
division of the State of Florida

Attest: [Signature]
R. B. "Chips" Shore
Clerk of the Circuit Court

Sign: [Signature]
Chairman
Board of County Commissioners

**ADDENDUM NUMBER FOUR TO MASTER LICENSE AGREEMENT
FOR
MANATEE AND BUFFALO CREEK GOLF COURSES FOOD CONCESSIONS**

THIS ADDENDUM NUMBER FOUR is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with mailing address at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **ORANGE BLOSSOM CATERING, INC.**, duly authorized to conduct business under the laws of the State of Florida, with a mailing address at 220 4TH Street, North, St. Petersburg, Florida 33913 hereinafter referred to as the "Licensee".

WHEREAS, on December 21, 1995 the parties hereto entered into a License Agreement for the right and privilege to use and operate the food concession areas at the Manatee and Buffalo Creek Golf Courses Food Concessions as provided for in this "the Agreement;" and

WHEREAS, the agreement provides for a initial term of five years, with options to extend the Agreement for additional periods of two (2) years; and

WHEREAS, on November 7, 2000 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2001 and ending December 31, 2002; and

WHEREAS, on October 15, 2002 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2003 and ending December 31, 2004; and

WHEREAS, on December 14, 2004 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2005 and ending December 31, 2006; and

WHEREAS, County has determined there is a continuing need for the services and that the Contractor has performed satisfactorily during the period of performance.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The County hereby extends the Agreement commencing on January 1, 2007 and terminating on December 31, 2008.
2. All other terms and conditions of the Agreement shall remain in full force and effect during the extended term.

APPROVED IN OPEN SESSION

JAN 23 2007

The parties hereto have caused this Addendum Number Four to the Manatee and Buffalo Creek Golf Course Food Concession License Agreement to be fully executed, in duplicate, by their authorized representatives.

WITNESS:

ORANGE BLOSSOM
CATERING, INC.

Sign Name: *Cheryl Stevenson*

By: *Edward F. Shainars*

Print Name: Cheryl Stevenson

Print Name: EDWARD F SHAINARS

Title: President

Phone Number: (727) 822 6129

RECOMMENDED BY MANATEE COUNTY PARKS AND RECREATION DEPARTMENT:

By: *Cindy Turner*
Cindy Turner, Director

APPROVED AS TO FORMAT AND CORRECTNESS:

By: *James F. Nooney*
R. C. "Rob" Cuthbert, C.P.M.,
for Purchasing Manager

APPROVED, with a quorum present and voting this 23rd day of January, 2007.

ATTEST:

COUNTY

R. B. SHORE

MANATEE, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: *Jusana Romine*
Deputy Clerk of Circuit Court

By: *Carly Steiner*
Chairman



**ADDENDUM NUMBER THREE TO MASTER LICENSE AGREEMENT
FOR
MANATEE AND BUFFALO CREEK GOLF COURSES FOOD CONCESSIONS**

THIS ADDENDUM NUMBER THREE is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with mailing address at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **ORANGE BLOSSOM CATERING, INC.**, duly authorized to conduct business under the laws of the State of Florida, with a mailing address at 220 4TH Street, North, St. Petersburg, Florida 33913 hereinafter referred to as the "Licensee".

WHEREAS, on December 21, 1995 the parties hereto entered into a License Agreement for the right and privilege to use and operate the food concession areas at the Manatee and Buffalo Creek Golf Courses Food Concessions as provided for in this "the Agreement;" and

WHEREAS, the agreement provides for a initial term of five years, with options to extend the Agreement for additional periods of two (2) years; and

WHEREAS, on November 7, 2000 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2001 and ending December 31, 2002; and

WHEREAS, on October 15, 2002 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2003 and ending December 31, 2004; and

WHEREAS, County has determined there is a continuing need for the services and that the Contractor has performed satisfactorily during the period of performance.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The County hereby extends the Agreement commencing on January 1, 2005 and terminating on December 31, 2006.
2. All other terms and conditions of the Agreement shall remain in full force and effect during the extended term.

The parties hereto have caused this Addendum Number Three, to the Manatee and Buffalo Creek Golf Course Food Concession License Agreement to be fully executed, in duplicate, by their authorized representatives.

WITNESS:

ORANGE BLOSSOM
CATERING, INC.

Sign Name: [Signature]

By: [Signature]

Print Name: DEAN C. LISTON

Print Name: EDWARD F SHAMAS

Title: President

Phone Number: (941) 7471827

RECOMMENDED BY MANATEE COUNTY PARKS AND RECREATION DEPARTMENT:

By: [Signature]
Cindy Turner, Director

APPROVED AS TO FORMAT AND CORRECTNESS:

By: [Signature]
R. C. "Rob" Cuthbert, C.P.M.,
Purchasing Manager

APPROVED, with a quorum present and voting this 14th day of December, 2004.

ATTEST:

R. B. SHORE

By: [Signature]
Clerk of Circuit Court



COUNTY

MANATEE, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Jane W. von Hahmann, Chairman

PURCHASING

2004 DEC 17 AM 9:06

MANATEE COUNTY

**ADDENDUM NUMBER TWO TO MASTER LICENSE AGREEMENT
FOR
MANATEE AND BUFFALO CREEK GOLF COURSES FOOD CONCESSIONS**

THIS ADDENDUM NUMBER TWO is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with mailing address at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **ORANGE BLOSSOM CATERING, INC.**, duly authorized to conduct business under the laws of the State of Florida, with a mailing address at 220 4TH Street, North, St. Petersburg, Florida 33913 hereinafter referred to as the "Licensee".

WHEREAS, on December 21, 1995 the parties hereto entered into a License Agreement for the right and privilege to use and operate the food concession areas at the Manatee and Buffalo Creek Golf Courses Food Concessions as provided for in this "the Agreement;" and

WHEREAS, the agreement provides for a initial term of five years, with options to extend the Agreement for two (2) year terms; and

WHEREAS, on November 7, 2000 the parties hereto agreed the duration of the agreement be extended commencing January 1, 2001 and ending December 31, 2002; and

WHEREAS, County has determined there is a continuing need for the services and that the Contractor has performed satisfactorily during the period of performance.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The County hereby extends the Agreement commencing on January 1, 2003 and terminating on December 31, 2004.
2. All other terms and conditions of the Agreement shall remain in full force and effect during the extended term.

The parties hereto have caused this Addendum Number Two, to the Manatee and Buffalo Creek Golf Course Food Concession License Agreement to be fully executed, in duplicate, by their authorized representatives.

WITNESS:

ORANGE BLOSSOM
CATERING, INC.

Sign Name: [Signature]

By: [Signature]

Print Name: HENRY S Gardner

Print Name: EDWARD F SHAMMS

Title: President

Phone Number: (727) 822 6129

RECOMMENDED BY MANATEE COUNTY PARKS AND RECREATION DEPARTMENT:

By: [Signature]
Cindy Turner, Director

APPROVED AS TO FORMAT AND CORRECTNESS:

By: [Signature]
R. C. "Rob" Cuthbert, C.P.M.,
Purchasing Manager

APPROVED, with a quorum present and voting this 15th day of October, 2002.

ATTEST:

COUNTY

R. B. SHORE

MANATEE, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Clerk of Circuit Court



By: [Signature]
Amy E. Stein, Chairman

**ADDENDUM NUMBER ONE TO MASTER
LICENSE AGREEMENT FOR
MANATEE AND BUFFALO CREEK GOLF COURSES FOOD CONCESSIONS**

THIS ADDENDUM NUMBER ONE is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with mailing address at 1112 Manatee Avenue West, Bradenton, FL , 34205, and Orange Blossom Catering, Inc., a corporation existing under the laws of the State of Florida, with mailing address at 220 4th Street, North, St. Petersburg FL 33701, hereinafter referred to as the "Licensee" duly authorized to transact business in the State of Florida.

WHEREAS, on December 21, 1995, the parties hereto entered into a License Agreement for the right and privilege to use and operate the food concession areas as identified under Exhibit A as provided for in this Agreement, hereinafter, "the Agreement;"and

WHEREAS, pursuant to the Agreement executed December 21, 1995, effective January 1, 1996, services shall not be rendered without written approval by the Board of County Commissioners; and

WHEREAS, pursuant to Article 3, the Agreement shall remain in full force and effect for five (5) years with an option to renew the Agreement for an additional two (2) year term; and

WHEREAS, County has determined a need for the services beyond the initial five (5) year period.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The County hereby extends the Agreement commencing on the 1st day of January 2001 and terminating on the 31st day of December 2002.
2. All other terms and conditions of the Agreement shall remain in full force and effect during the extended term.

The parties hereto have caused this Addendum Number One to the Manatee and Buffalo Creek Golf Course Food Concession License Agreement to be fully executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: John Bromley
Print Name: JOHN BROMLEY

LICENSEE:

By: Edward Shamas
Print Name: EDWARD F SHAMAS
Title Name: President
Phone Number: 727 822 6129
Date of Execution: 10/26/2000

RECOMMENDED BY MANATEE COUNTY PARKS AND RECREATION DEPARTMENT

By: Cindy Turner
Cindy Turner, Acting Director

APPROVED AS TO FORMAT AND CORRECTNESS:

By: R.C. Cuthbert
R.C. "Rob" Cuthbert, C.P.M.
Purchasing Manager

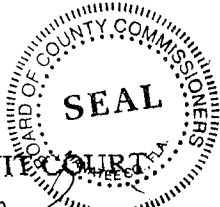
APPROVED, with a quorum present and voting this 7th day of November, 2000

ATTEST:

R.B. SHORE

CLERK OF CIRCUIT COURT

[Signature]



COUNTY

MANATEE, FLORIDA

by and through its BOARD OF COUNTY COMMISSIONERS

By: Stan Stephens
Stan Stephens, Chairman

LICENSE AGREEMENT

Between

MANATEE COUNTY

and

ORANGE BLOSSOM CATERING, INC.

for

MANATEE AND BUFFALO CREEK GOLF COURSES FOOD CONCESSIONS

This is a License Agreement, made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and

Orange Blossom Catering, Inc., a corporation existing under the laws of the State of Florida, hereinafter referred to as "LICENSEE."

RECITALS:

WHEREAS, the COUNTY desires to enhance the enjoyment of its residents and visitors to Manatee County in their use of the Golf Courses; and

WHEREAS, the COUNTY has duly advertised for proposals (RFP #541569DR) and received offers to furnish and provide food concession services (the "Services"); and,

WHEREAS, the offer of Orange Blossom Catering, Inc. was determined to be the best offer;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, provisions, terms, promises, and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1
PURPOSE/GRANT OF LICENSE

To enhance and promote Manatee County as a unique community, and provide for the comfort in and enjoyment of the use of the Golf Courses by the Golf Course patrons, the COUNTY hereby grants unto LICENSEE the right and privilege to use and

operate the Facility described in Article 2 for the preparation and vending of food and beverages in accordance with the terms, conditions and limitations of this License Agreement (the "Agreement"). This License and the rights and privileges granted to the LICENSEE for the vending of food and beverages hereunder are exclusive.

ARTICLE 2
PROPERTY DESCRIPTION

As used in this Agreement, the facility refers to the food concession areas identified within this agreement and as depicted in the attached Exhibit A.

Except as specifically provided for herein with respect to the LICENSEE'S use and operation of the food concession under this License Agreement, the COUNTY shall at all times continue to retain and have the unqualified right to deal with, treat of, and make any and all determinations concerning or relating to the Golf Courses including but not limited to charging various user fees.

ARTICLE 3
AGREEMENT PERIOD

3.1 Unless renewed or extended as provided herein, this Agreement shall remain in full force and effect for five (5) years from the 1st day of January, 1996, unless this term is sooner terminated as herein provided.

3.2 Unless the Board of County Commissioners determines that different arrangements should be made for the Facility or the operation of the Facility, and provided there has been no default under this Agreement during the previous term, COUNTY'S Contract Administrator may, by written notice, provide LICENSEE with an option to renew this Agreement for additional two (2) year terms. Such notice shall not be furnished earlier than one hundred twenty (120) days prior to the end of the existing term. LICENSEE shall evidence his agreement to the renewal term in writing on or before ninety (90) days prior to the expiration of the existing term; provided, however, LICENSEE shall have a period of at least five (5) business days to respond to the notice from COUNTY'S Contract Administrator. All renewal terms shall be subject to all terms and conditions set forth in this Agreement.

ARTICLE 4
LICENSE FEES AND PAYMENT

4.1 LICENSEE, in consideration for the COUNTY'S granting of this Agreement and the right to use the Facilities and the rights and privileges granted under this Agreement, shall pay to COUNTY 7.5% of gross receipts under \$25,000 per month and 12.5% of gross receipts exceeding \$25,000 per month, as defined in Paragraph 6.4.3, derived from the operation of the Facility (hereinafter the "Monthly License Fee").

4.2 The Monthly License Fee shall be calculated at the end of each calendar month and must be delivered to COUNTY within sixteen (16) days thereafter.

4.3 In addition, LICENSEE shall pay when due any and all taxes arising under or resulting from this Agreement and as a result of LICENSEE'S operations, activities and use of the Facility. LICENSEE shall pay all such taxes directly to the entity or agency collecting the taxes, unless COUNTY is required by law to collect and remit such taxes. LICENSEE shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes. Any taxes which must by law be collected by COUNTY shall be paid along with the Monthly License Fee.

4.4 All remittances of Monthly License Fees and charges to be made by LICENSEE under this Agreement shall be made in person or mailed to the address provided for notices to be delivered under County Board of County Commissioners. Checks shall be made payable to the Manatee County Board of County Commissioners.

4.5 In the event LICENSEE fails to pay any of the Monthly License Fees or charges as required to be paid under the provisions of this Agreement after same shall become due, interest at the maximum rate allowed by law but not to exceed 1-1/2% per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due through the date received by the COUNTY. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this Agreement for default in the payment of Monthly License Fees or charges or enforcing any other provisions contained in this Agreement. The COUNTY'S acceptance of late payment of any Monthly License Fees or charges shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by LICENSEE in the payment of any Monthly License Fees or charges on the date the same shall be due and payable.

4.6 License Fees may be renegotiated at the sole discretion of the COUNTY if gross sales revenues decrease more than 15% from the prior year for four (4) consecutive months.

ARTICLE 5
EQUIPMENT, MAINTENANCE AND ADDITIONAL IMPROVEMENTS

5.1 LICENSEE represents that prior to signing this Agreement LICENSEE had inspected the Facilities, the fixtures and equipment therein and LICENSEE acknowledges and confirms that LICENSEE is fully familiar with the condition of the Facilities, fixtures and equipment therein.

5.2 So long as this Agreement shall be in effect, LICENSEE shall, except as otherwise provided herein, maintain the Facilities in good order and repair and shall keep the Facilities in a clean and orderly condition at all times and free of all trash, litter and debris. Specifically and without limiting the foregoing, LICENSEE shall be responsible for:

- a) The daily and as needed cleaning and upkeep of the Patio(s), restrooms, and the areas adjacent to the Facilities measuring a distance of not less than ten (10) feet from the Facilities;
- b) Contracting and arranging for the removal of all garbage, trash and litter and, furnishing at each of the Facilities, at least one dumpster;
- c) Transferring trash generated by the food services operations to the dumpsters on an as needed basis;
- d) Maintaining the surrounding walkways and eating areas in a clean and orderly fashion, picking up all litter and cleaning surfaces as needed;
- e) All internal concession finishings, such as ceilings, walls, decorations, furnishings and floor coverings and any show cases, racks, other display and sales facilities, including concession identification and signage;
- f) All liquid petroleum gas (LPG) required to operate any LPG fueled equipment within the facilities;
- g) All plumbing maintenance pertaining to food and beverage storage and preparation, including, but not limited to kitchen sinks, dishwashers or disposal, grease trap maintenance including pumpdown and cleaning;

License Agreement
Golf Course Food Concessions

- h) Providing and maintaining adequate fire protection, including kitchen hood systems and fire extinguisher in compliance with all code requirements;
- i) Maintaining all food and beverage equipment. Replace inoperable equipment if it is less than seven years old;
- j) All interior and exterior maintenance and repair of the Facilities, including but not limited to: replacement of all light bulbs and fixtures, all doors, door closures, locks, windows, vent fans, exhaust fans, all tables and chairs, excluding building structure maintenance and repair such as roof or air conditioning; and
- k) Pest control for the Facilities.

5.3 COUNTY shall provide, maintain and pay for the following:

- a) Monthly fees for water and sewage collection service.
- b) The electric utility service as presently provided to the Facilities and the golf courses;
- c) Repair and maintenance of all restrooms at the Facilities and provide all essential products.
- d) All structural repairs not caused by the negligent or intentional acts of LICENSEE. COUNTY'S obligation to provide structural repairs is limited to the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical system within such foundation, walls and roof.
- e) Exterior painting of the Facilities when, at the sole discretion of the COUNTY, such painting is warranted.

5.4 The COUNTY reserves the right to approve all equipment, furnishings, signage, and advertising installed, removed, or replaced by LICENSEE at the Facilities. Following the installation of any equipment, furnishings, and improvements LICENSEE shall provide COUNTY with a statement setting forth the cost of such equipment,

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Golf Course Food Concessions

furnishings, or improvements and the date upon which each installation of such equipment, furnishings, and improvements was completed.

5.5 All new equipment, furnishings, and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, pollution, and other relevant codes.

5.6 LICENSEE shall not alter or modify any portion of the Facilities, or the improvements constructed therein without first obtaining written consent of the COUNTY. Such writing may include requirements relating to the furnishing of a payment and performance bond and the provision of insurance and such other provisions as may be required to protect and clarify the respective interests and rights of COUNTY and LICENSEE.

5.7 LICENSEE shall maintain a list of all equipment, fixtures and other personal property at the Facilities and no equipment, fixtures or other personal property shall be subject to any lien, leasing, or any security arrangement unless prior written consent is given by the COUNTY.

5.8 Upon the execution of this Agreement, COUNTY agrees to make available to LICENSEE certain personal property previously purchased by the COUNTY for use at the Facilities as described in Exhibit B. LICENSEE shall be responsible for maintenance of said equipment throughout the useful life of each particular item. In the event that certain equipment specifically identified in Exhibit B is lost or stolen, LICENSEE shall be obligated to replace same with equipment of a type and quality at least as good as that of the lost or stolen equipment.

5.9 Notwithstanding any other provision of this Agreement, COUNTY reserves the right to take such action as may be required to maintain, repair, enhance and improve the Facilities. Any work required as the result of LICENSEE'S failure to comply with LICENSEE'S obligations under this Agreement shall be charged to LICENSEE provided COUNTY has advised LICENSEE in writing of the failure to comply and provided a reasonable time for compliance. Any charge assessed against LICENSEE shall be due with LICENSEE'S monthly License Fee payment next due. Any work by COUNTY, or COUNTY'S agents, employees or contractors shall not be undertaken without fifteen (15) days advance notice to LICENSEE and shall be scheduled and provided in a manner that will not substantially interfere with LICENSEE'S use of enjoyment of the Facilities unless such work is required on an emergency basis to preserve and protect the Facilities or correct an unsafe condition.

ARTICLE 6
LICENSEE'S PRODUCTS, OPERATIONS AND SERVICES

6.1 LICENSEE'S PRODUCTS

6.1.1 Licensee shall offer for sale food and beverage items to serve the patrons of the Golf Courses. Maximizing customer satisfaction and maintaining profitability will be balanced in the selection and pricing of items for sale.

6.1.2 LICENSEE shall provide COUNTY'S Contract Administrator with a list of any changes in the LICENSEE'S Products and the price that will be charged for each product as such products and prices are from time to time amended.

6.1.3 LICENSEE shall, throughout the term of this License agreement, maintain a 2COP State of Florida alcoholic beverage sales license as a condition precedent to this License Agreement authorizing sale of beer and wine at both Courses at which LICENSEE'S services are governed by this Agreement.

6.1.4 LICENSEE shall not sell any products that, in the opinion of the COUNTY, pose a safety hazard or health hazard or are inappropriate for sale or display in a publicly owned golf course.

6.2 LICENSEE'S OPERATIONS

6.2.1 HOURS OF OPERATION. The facility shall be open to the public and in operation daily, each and every consecutive day throughout the term hereof beginning on the commencement date and continuing through the termination date of this Agreement.

6.2.1.a. Beginning the effective date of Eastern Daylight Savings Time through the date of reversion to Eastern Standard Time, the facility shall be open and in full operation consistent with the terms hereof daily and continually between the hours of 7:00 a.m. and 7:00 p.m.

6.2.1.b. Beginning the effective date of Eastern Standard Time through the date of reversion to Eastern Daylight Savings Time, the facility shall be open and in full operation consistent with the terms hereof daily and continually between the hours of 7:00 a.m. and 6:00 p.m.

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Golf Course Food Concessions

6.2.1.c. LICENSEE may expand the number of daily hours of operation beyond the minimum number of hours established in paragraph 6.2.1.a and paragraph 6.2.1.b hereof; however, at no time shall the facilities be operated earlier than 5:00 a.m. or later than 10:00 p.m. of any day without express written approval of COUNTY. LICENSEE shall not reduce the number of daily hours of operation without the express written consent of COUNTY.

6.2.1.d. The Contract Administrator, or his designee, may approve closing during periods of severe cold, maintenance, inclement weather, and under other extraordinary circumstances. In the interest of expediency such closing(s) may be authorized verbally with written confirmation from the Contract Administrator setting forth the circumstances and reasons for such authorization.

6.2.2 The Licensee shall have the option of operating a golf cart snack wagon on each golf course. In the event LICENSEE elects to exercise this option, LICENSEE shall do so at LICENSEE'S sole cost and expense. The Contract Administrator reserves the right to approve the equipment, the menu, and the operation of the golf cart snack wagon. LICENSEE agrees to comply with reasonable demands and modifications to the operation of the golf cart snack wagon as requested by the Contract Administrator.

6.2.3 The LICENSEE shall hire and assign a full-time qualified, experienced Manager for its operations at the Facilities. LICENSEE'S Manager will have no other duties or responsibilities except those duties and responsibilities directly related to the operation of the Facilities and will be physically available during reasonable operation hours. The LICENSEE if an individual, may serve as the Manager. Upon COUNTY'S request, the qualifications of the LICENSEE'S Manager shall be submitted to the COUNTY. During the hours when the Manager is not on duty or available, there shall be an Assistant Manager on duty designated by the LICENSEE or the Manager at each of the Facilities. The Manager and Assistant Manager shall each be an authorized representative of the LICENSEE and be entitled to act in all matters relating to the Services provided hereunder. The COUNTY shall be advised in writing of the name(s), address(es), telephone contact number(s), and social security numbers of the manager(s) and Assistant Manager(s).

6.2.4. LICENSEE'S employees, agents, representatives, independent contractors, subcontractors, volunteers, or others involved in the maintenance or operation of the Facilities in contact with the public shall perform their duties in an efficient and courteous manner. Failure of any of these persons to do so, shall be grounds for the COUNTY to demand his or her removal from duties at the Facilities. All of LICENSEE'S

employees shall be distinctively uniformed or appropriately attired in a manner acceptable to COUNTY. Such uniforms shall readily identify individuals as the LICENSEE'S employees and be distinctively different from the COUNTY employees' attire.

6.2.5 LICENSEE shall furnish good, prompt, and efficient service adequate to meet all reasonable demands therefor. The COUNTY may periodically evaluate LICENSEE'S performance under this Agreement. As a result of these performance evaluations, the COUNTY may reasonably require LICENSEE to modify its operations so as to better serve the public.

6.2.6 The LICENSEE shall not conduct any business or activity not specifically authorized by this Agreement, unless such activity is reasonably contemplated by this Agreement and approved in writing by the COUNTY. It is expressly understood and agreed that the LICENSEE'S operations shall not unreasonably interfere in any manner with the use of the public areas or infringe upon the rights of others authorized to conduct business near the location of the Facility. The LICENSEE agrees that a determination by the COUNTY will be accepted as final in evaluating LICENSEE'S activities that unreasonably infringe on the rights of others or are reasonably within the contemplation of this Agreement and that LICENSEE will fully comply with any decisions on this matter.

6.2.7 LICENSEE, as part of the consideration hereof, hereby does covenant and agree that no person on the ground of race, color, religion, national origin, sex, age, or handicap shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the hiring of personnel or the performance of this Agreement and the use of and access to the Facilities.

6.2.8 The LICENSEE will observe, obey, and comply with all rules and regulations adopted by the COUNTY and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to LICENSEE'S use and operations under this Agreement. LICENSEE shall be responsible for obtaining all permits, licenses and approvals required for or in connection with and to enable LICENSEE'S performance under this Agreement.

6.2.9 LICENSEE shall permit and the COUNTY shall have the authority to review any reports, citations or records issued by any governmental entity or agency regulating LICENSEE'S operations and services and to make periodic reasonable inspections of the Facilities during normal operating hours to determine if the Facilities are being maintained in a neat and orderly condition. The LICENSEE shall be required to make any improvements in the cleaning or maintenance methods reasonably required by the

COUNTY. Such periodic inspections may also be made at the COUNTY'S discretion to determine whether the LICENSEE is operating in compliance with the terms and provisions of this Agreement.

6.2.10 LICENSEE shall not provide free or reduce charges for products or services in connection with the operation of the Facility, except in connection with promotional activities approved in advance by the COUNTY'S Contract Administrator. LICENSEE shall not extend credit to COUNTY employees.

6.3 CASH HANDLING REQUIREMENTS AND RECORDS

LICENSEE shall provide, operate and maintain the following:

- a) Equipment such as cash registers, or any other electronic or mechanical device used for recording customer's sales, shall have a serial totalizing unit built in them with a continual sequence recording of transaction of sales. Such sequent totalizing unit shall be sealed or unsealed only in the presence of an authorized and designated representative of the COUNTY. The totalizer of such units may not be turned back but shall be continuous in adding to each transaction as made.
- b) All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into these devices. All transactions recorded on these devices shall be visibly displayed so that the amount recorded can be viewed by customers from a reasonable distance. No register or device in which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

Cash registers must have sufficient keys for proper breakdown and segregation of transactions and meet all accepted standards of accounting systems and cash control.

- c) Cash registers and other electronic or mechanical devices that totalize customer transactions shall have a reading taken of same at least once each twenty-four (24) hours and recorded for accounting purposes. Adequate security protection is to be maintained so that unauthorized persons may not tamper with the totalizing unit of such devices.

- d) All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices immediately upon sale to each paying customer and shall not delay or "gang" register or record such sales.

6.4 REPORTS AND RECORDS

6.4.1 LICENSEE shall maintain during the terms of this Agreement, all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document LICENSEE'S performance pursuant to this Agreement and all monies collected by LICENSEE in the operation of the Facility under this Agreement, not limited to gross receipts.. The form of all such records, cash registers, tapes, books, ledgers, journals, sales slips, and invoices, installed or to be used for recording the operations of the LICENSEE under this Agreement shall be subject to the written approval of the COUNTY prior to commencement of operations. The COUNTY reserves the right to reasonably modify reports and records requirements to be provided by LICENSEE.

6.4.2 Not later than the 16th day following the end of each calendar month throughout the term of this Agreement, the LICENSEE shall furnish to the COUNTY, on forms approved by the COUNTY, a report of gross receipts during the preceding calendar month. This report shall be signed by the LICENSEE certifying to the accuracy of such gross receipts.

6.4.3 The term "gross receipts" as used in this Agreement means all monies and other consideration paid or payable to LICENSEE for LICENSEE'S Products sales made, transactions had, or for goods provided or services rendered, from all sources, in the operations of the Facility regardless of when or where the order therefor is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; provided, however, that any sales taxes imposed by law directly payable by the LICENSEE to a taxing authority and sales refunds may be excluded therefrom.

6.4.4 The LICENSEE shall allow the COUNTY or the COUNTY'S auditors to inspect and examine all documents used in the compilation of the reports required by this Agreement at such reasonable times as may be required by the COUNTY. Records shall be available Monday through Friday inclusive, between the hours of 9:00 A.M. and 5:00 P.M. at a location within Manatee County. In the event COUNTY, in COUNTY'S sole discretion, determines there may be a significant deviation between revenues paid and revenues which normally would be required pursuant to paragraph 4.1 hereof, then COUNTY may, at COUNTY'S option, require LICENSEE, at

LICENSEE'S expense, provide an audited statement prepared by an independent Certified Public Accountant verifying the correctness of all payments required herein.

6.4.5 All records, including tax returns and tax reports, of the LICENSEE necessary to verify any report referred to in this Agreement shall be available to the COUNTY and the COUNTY'S auditors at a reasonable location in Manatee County, Florida for a period of five years after the end of this Agreement or any extensions thereof.

ARTICLE 7
LIABILITY FOR DAMAGE, INDEMNITY INSURANCE, BOND

7.1 LIABILITY FOR DAMAGE OR INJURY. The LICENSEE shall be liable for damage or injury which may be sustained by any party or persons using the Facility other than the damage or injury solely caused by the negligence or intentional actions of the COUNTY, its agents, and employees while in the course of COUNTY business. LICENSEE shall at LICENSEE'S expense promptly repair all damage to the Facility caused by the LICENSEE, its employees, agents, customers, or independent contractors contracting with LICENSEE.

7.2 INDEMNIFICATION OF COUNTY. LICENSEE shall at all times hereafter, indemnify, hold harmless and defend COUNTY, its agents, servants and employees from any and all claims, liability, loss or cause of action of any kind or nature arising out of the actions, omissions, or negligence, in whole or in part of the LICENSEE, its officials, agents, or employees, in the performance of or under this Agreement. The LICENSEE shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

7.3 DAMAGE OR DESTRUCTION OF FACILITY. If the Facility, or any structures therein are partially damaged by fire, flood, wind or other casualty, excluding the negligent or intentional acts of LICENSEE, LICENSEE may repair the damage at its own costs and expense, and no adjustment shall be made in the Monthly License Fee.

In the event the Facility is destroyed or so damaged by fire, flood, wind or other casualty, excluding the negligent or intentional acts of LICENSEE, that the Facility is unusable for the purpose of this Agreement, neither the LICENSEE nor the COUNTY shall be under any obligation to repair or reconstruct the Facility and LICENSEE may, with written notice to COUNTY within fifteen (15) days after such occurrence, terminate this Agreement entirely, and any advance payment returned to LICENSEE.

7.4 INSURANCE. Without limiting any of the other obligations and liability of LICENSEE, LICENSEE shall, prior to the commencement of operations, furnish to the COUNTY evidence of the following insurance, which insurance coverages LICENSEE shall maintain and keep in full force and effect during the term of the Agreement.

7.4.1 Comprehensive General Liability Insurance in an amount not less than \$300,000 per occurrence combined single limit for bodily injury and property damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements as filed by the Insurance Services Office and must include:

- a) Premises and/or Operations.
- b) Independent Contractors.

COUNTY is to be included as an "**Additional Insured**" with respect to liability arising out of the operations of the Facility performed for COUNTY by or on behalf of LICENSEE or acts of omissions of COUNTY in connection with general supervision of such operations of the Facility.

7.4.2 Business Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with this Agreement in an amount not less than \$100,000 combined single limit for bodily injury and property damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.4.3 Worker's Compensation Insurance as required by the Worker's Compensation Law of the State of Florida and all applicable federal laws.

7.4.4 The insurance coverage required shall include those classifications, as listed in standard liability manuals, which most nearly reflect the operations of LICENSEE. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with management and financial strength qualifications as are approved by the COUNTY. Certificates will provide that no modification or change in insurance shall be made without a 30-day written advance notice to the certificate holder (Manatee County) and approval by the COUNTY.

7.4.5 Compliance with the foregoing requirements shall not relieve LICENSEE of any liability and obligation under this section or under any other section of this Agreement.

7.4.6 LICENSEE shall provide to COUNTY prior to commencement of any activities, Certificates of Insurance evidencing the insurance coverage as specified above. The required Certificates of Insurance shall not only name the types of coverage provided, but also shall refer specifically to this Agreement and the particular sections contained herein in accordance with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Agreement. If the initial insurance period expires prior to the completion of this Agreement, renewal Certificates of Insurance shall be furnished 30 days prior to the date of expiration of any insurance coverage. Insurance shall not be canceled without 30 days prior written notice to COUNTY, and must be endorsed to provide the same. Failure of LICENSEE to obtain and maintain proper amounts and types of insurance under this Agreement shall constitute material breach of this Agreement by LICENSEE.

7.4.7 COUNTY reserves the right to amend the insurance requirements by the issuance of a notice in writing to LICENSEE to the extent reasonably deemed necessary to protect COUNTY from loss damage or liability for the acts, errors and omissions of LICENSEE in the use and operations of the Facility by LICENSEE.

7.4.8 COUNTY shall have no duty or responsibility to insure, replace or protect LICENSEE'S equipment, furnishings or other personal property used or stored in the Facility, or any fixtures or improvements provided or paid for by LICENSEE, and all risk of loss and insurance against such risks shall be the sole responsibility of LICENSEE.

ARTICLE 8 OWNERSHIP OF LICENSE, ASSIGNMENT

8.1 The identity of the person or the entity who or which shall be the owner or holder of the rights granted under this Agreement is very important to the COUNTY. Therefore, the COUNTY reserves the right to terminate this Agreement any time the ownership of any rights under this Agreement are transferred to any person or entity not specifically approved of by the COUNTY. The COUNTY shall reject any proposed new owner of any interest in or under this Agreement for any reason it believes is in the best interests of the public. LICENSEE agrees to provide, on 24-hour notice to the COUNTY, an accurate list of all persons or entities having an interest in or under this Agreement, showing the percentage of ownership of each such persons or entities. LICENSEE'S stock, if listed on major stock exchange, is wholly excepted from the requirement of this Article.

8.2 LICENSEE shall not, without written consent of the COUNTY, assign, pledge, transfer or otherwise encumber this Agreement or the right or privilege to operate within any property used in or to be used in the operations under this Agreement. Assignment, pledging, transferring, or encumbering of any interest in or under this Agreement without the written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

It is agreed that all terms and conditions of this Agreement shall extend to and be binding on any assignee or other successor of LICENSEE as may be approved by the COUNTY.

ARTICLE 9
APPROVALS AND NOTICES

9.1 APPROVALS

9.1.1 Except as provided otherwise, whenever any prior approval is required by either party, such approval shall not be unreasonably withheld. COUNTY shall retain broad discretion over matters pertaining to creating and maintaining the Golf Courses and all improvements therein, the protection and preservation of the Facility and the Golf Courses, the public interest and limited purpose for which this Agreement has been granted, and withholding approvals for the foregoing reasons shall not be considered unreasonable. Matters requiring the consent of the COUNTY are wholly within the discretion of the COUNTY.

9.1.2 LICENSEE shall not change or alter the following without the written approval of the COUNTY:

- a) Use of any type of vending machines, inside or outside of the building.
- b) Modifications to the Facility.
- c) Equipment LICENSEE plans to install requiring any building modifications.
- d) Any use of the COUNTY'S, Park's or Facility's name or the name of the Facility.
- e) Tree and similar vegetation planting, replanting or removal.

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9.1.3 Delegation of Contract Administrator: COUNTY'S approval of any matter contained in or required by this Agreement refers to approval by the Board of County Commissioners. The COUNTY hereby designates the Director of Parks & Recreation as the Contract Administrator for this Agreement and delegates to that position the authority and responsibility to administer the Agreement and exercise all authority assigned to the COUNTY'S Contract Administrator in this Agreement. LICENSEE shall not be considered in breach or default under this Agreement as the result of any actions approved in writing by the Contract Administrator that are reasonably within the scope of authority delegated to the COUNTY'S Contract Administrator.

9.2 NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended, or by hand delivery to the individuals noted below and acknowledged by such party or at the place last specified as the place for giving of notice in compliance with the provisions of this paragraph and acknowledged by the recipient at such address. For the present, the parties designate the following as the respective individuals and places for giving notice, to wit:

FOR MANATEE COUNTY:

By mail: Director of Parks and Recreation
5502 33rd Avenue Drive West
Bradenton, FL 34209

By hand delivery: Director of Parks and Recreation
5502 33rd Avenue Drive West
Bradenton, FL 34209
Phone: 941-748-4501, Extension 3251

FOR LICENSEE:

By mail: Mr. Ed Shamas, President
Orange Blossom Catering, Inc.
220 Fourth Street North
St. Petersburg, FL 33701

By hand delivery: Managing employee in charge at Facility.

Phone: (813) 822-6192

ARTICLE 10
TERMINATION

10.1 AUTOMATIC TERMINATION. The occurrence of any of the following shall cause this Agreement to be terminated automatically:

10.1.1 Institution of proceedings in voluntary bankruptcy by the LICENSEE.

10.1.2 Institution of proceedings in involuntary bankruptcy against the LICENSEE or appointment of Receiver if such proceedings continue for a period of 90 days.

10.1.3 Assignment by the LICENSEE for the benefit of creditors.

10.1.4 Abandonment or discontinuance of operations hereunder.

10.1.5 Unauthorized assignment or transfer of this Agreement or any change of ownership interest in LICENSEE or this Agreement and/or failure to submit the ownership list within 24 hours upon the request of the COUNTY.

10.2 TERMINATION BY COUNTY

10.2.1 COUNTY may terminate this Agreement upon fourteen (14) days written notice to LICENSEE of any condition posing a threat to health or safety of the public or patrons and not remedied by LICENSEE within 14 days, or when LICENSEE does not proceed with due diligence to remedy such condition where the condition could not possibly be remedied in such time.

10.2.2 COUNTY may terminate this Agreement immediately upon notice to LICENSEE of the discovery of any misstatement in the LICENSEE'S proposal leading to award of this Agreement which, in the determination of COUNTY, significantly affects the LICENSEE'S qualifications to perform under this Agreement.

10.2.3 COUNTY may terminate this Agreement upon ten (10) days notice to LICENSEE of any sum due hereunder after the due date for such payment; provided, however, that such termination shall not be effective if LICENSEE makes the required payment(s) within the 10 day period following receipt of the written notice.

10.2.4 COUNTY may terminate this Agreement upon thirty (30) days written notice to LICENSEE with respect to:

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- a) Nonperformance of or failure to comply with any provision of this Agreement and failure of LICENSEE to remedy such nonperformance within the thirty (30) days period following hand delivery or mailing of the written notice.
- b) The conduct of any activity or the merchandising of any product or service not specifically authorized herein or otherwise approved by the COUNTY in writing.

10.2.5 TERMINATION FOR PUBLIC CONVENIENCE. COUNTY shall have the right to terminate this Agreement for any reason upon at least ninety (90) days written notice to LICENSEE. Should COUNTY elect to terminate this Agreement for public convenience, or should this Agreement be terminated through COUNTY'S fault and through no fault of LICENSEE, COUNTY will pay to LICENSEE the Compensation Amount". The "Compensation Amount" shall be defined below and limited to the sum of the following: (i) the cost of all permanent improvements approved by COUNTY and made and paid for by the LICENSEE to the Facility subject to a "straight line" depreciation value reduction of ten percent (10%) per year for each approved improvement; and, (ii) at LICENSEE'S option, COUNTY shall purchase LICENSEE'S remaining stock at the Facility, at LICENSEE'S cost, up to a Five Hundred Dollar (\$500) total limit.

10.3 TERMINATION BY LICENSEE. LICENSEE shall have the right, upon 30 calendar days from receipt of written notice by certified or registered mail to COUNTY, to terminate this Agreement after the occurrence of one or more of the following events:

a. Issuance by any court of competent jurisdiction of any injunction or order of taking substantially restricting the use of the concession for the purposes set forth herein, and the remaining in force of said injunction order for a period of more than 30 calendar days.

b. A breach by the COUNTY of any of the terms, covenants, or conditions contained in this Agreement on the part of the COUNTY to be performed, and the failure of the COUNTY to remedy such breach for a period of 30 calendar days after receipt of written notice from the LICENSEE, of the existence of such breach or, if such breach cannot be remedied within 30 days, COUNTY has not in good faith proceeded with due diligence to remedy such breach.

c. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the

concession, or any substantial part, or parts, thereof in such a manner as substantially to restrict LICENSEE'S operations for a period of 90 calendar days or more.

10.4 TERMINATION WITHOUT CAUSE. LICENSEE shall have the right to terminate this Agreement without cause by providing written notice to COUNTY at least one hundred twenty (120) days prior to termination. Should LICENSEE elect to terminate this Agreement without cause, LICENSEE'S rights and privileges as stated in this Agreement shall cease at the termination date provided in the written notice and LICENSEE shall not be entitled to any reimbursement by COUNTY for capital improvements made or fixtures installed at the Facility by LICENSEE.

10.6 LIEN ON EQUIPMENT, VACATION OF THE FACILITY. It is expressly agreed that the COUNTY shall have a continuing lien on all equipment and personal property of the LICENSEE which may be at the Facility for any and all sums which may from time-to-time become due to the COUNTY under the terms of this Agreement, and upon default of payment by the LICENSEE, the COUNTY has the right to take possession of and retain the same until the full amount due shall be paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy. The LICENSEE shall not remove from the Facility personal property brought thereon by the LICENSEE for the purpose of operating the food concession. Upon the expiration of the term herein, if the LICENSEE has made full payment under this Agreement and carried out all terms of this Agreement, LICENSEE may remove its equipment and personal property from the Facility. Within fifteen (15) calendar days following the termination of this Agreement, LICENSEE shall forthwith remove all of its personal property not acquired by COUNTY under the terms of this Agreement. Any personal property of LICENSEE not removed in accordance with this paragraph may be removed by the COUNTY for storage at the cost of the LICENSEE or shall constitute a gratuitous transfer of title thereof to the COUNTY for whatever disposition is deemed to be in the best interests of the COUNTY. The COUNTY shall not be liable to LICENSEE for the safekeeping of LICENSEE'S personal property. It is the intention of the parties to this Agreement that all furnishings and equipment purchased or leased by LICENSEE, except those bolted, screwed in place or permanently affixed to building, unless stipulated to by COUNTY in writing as removable equipment shall be the personal property of the LICENSEE.

10.7 Upon termination or expiration of this Agreement, LICENSEE shall vacate the Facility, leaving it in a clean and orderly condition and in a good state of repair meeting or exceeding the condition existing on the date LICENSEE commenced operations or, if improvements have been made to the Facility, on the date such improvements were complete.

ARTICLE 11
INDULGENCE NOT WAIVER

11.1 The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or, at any time throughout the term of this Agreement.

ARTICLE 12
INTERPRETATIONS

12.1 This Agreement and the exhibits and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized, executed and delivered by both parties hereto. For the COUNTY, appropriate authorization shall be construed to mean appropriate formal action by the Board of County Commissioners. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. Any act or delivery that must be completed on a Saturday, Sunday or County holiday shall be adequate if performed or delivered on the following business day. All interpretations shall be governed by laws of the State of Florida.

ARTICLE 13

LIST OF EXHIBITS AND MISCELLANEOUS

13.1 List of Exhibits

EXHIBIT A - Facility layouts for Manatee and Buffalo Creek Golf Courses

EXHIBIT B - Equipment List

License Agreement
Golf Course Food Concessions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for the Manatee County Golf Course and Buffalo Creek Golf Course Food Concession to be executed in duplicate, on the day and in the year appearing below the respective signatures.

LICENSEE: Orange Blossom Catering

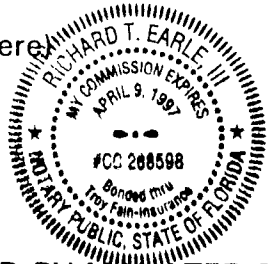
BY: Edward F. Shamus

TITLE: Edward F. Shamus Pres
Print Name/Title of Signer

STATE OF Florida
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 18th day of Dec., 1995, by Edward F. Shamus of Orange Blossom Catering on behalf of the Licensee.

(impress seal here)



[Signature]
Notary Public

My commission expires: _____

RECOMMENDED BY MANATEE COUNTY PARKS AND RECREATION DEPARTMENT

BY: Daniel Hopkins
Daniel Hopkins, Director

APPROVED AS TO FORMAT AND CORRECTNESS:
MANATEE COUNTY PURCHASING

BY: R.C. Cuthbert
R.C. "Rob" Cuthbert, CPM,

APPROVED, with a quorum present and voting this 21st day of December, 1995.

ATTEST: R.B. SHORE
Clerk of Circuit Court

by Judith K. Lee
Deputy Clerk

COUNTY OF MANATEE, FLORIDA
by its Board of County Commissioners

BY: Sean Stephen
CHAIRMAN

EXHIBIT A

MANATEE COUNTY GOLF COURSE

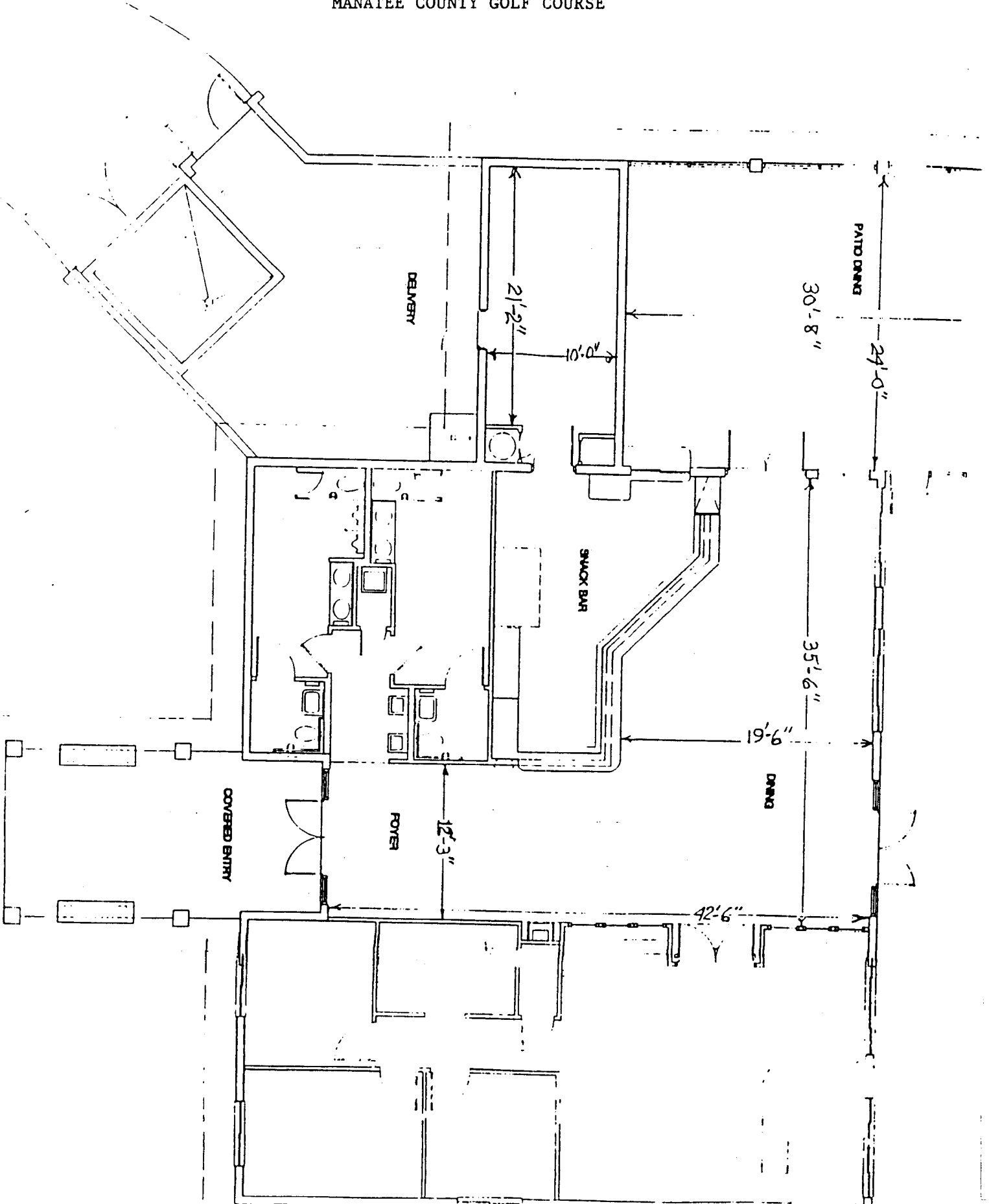
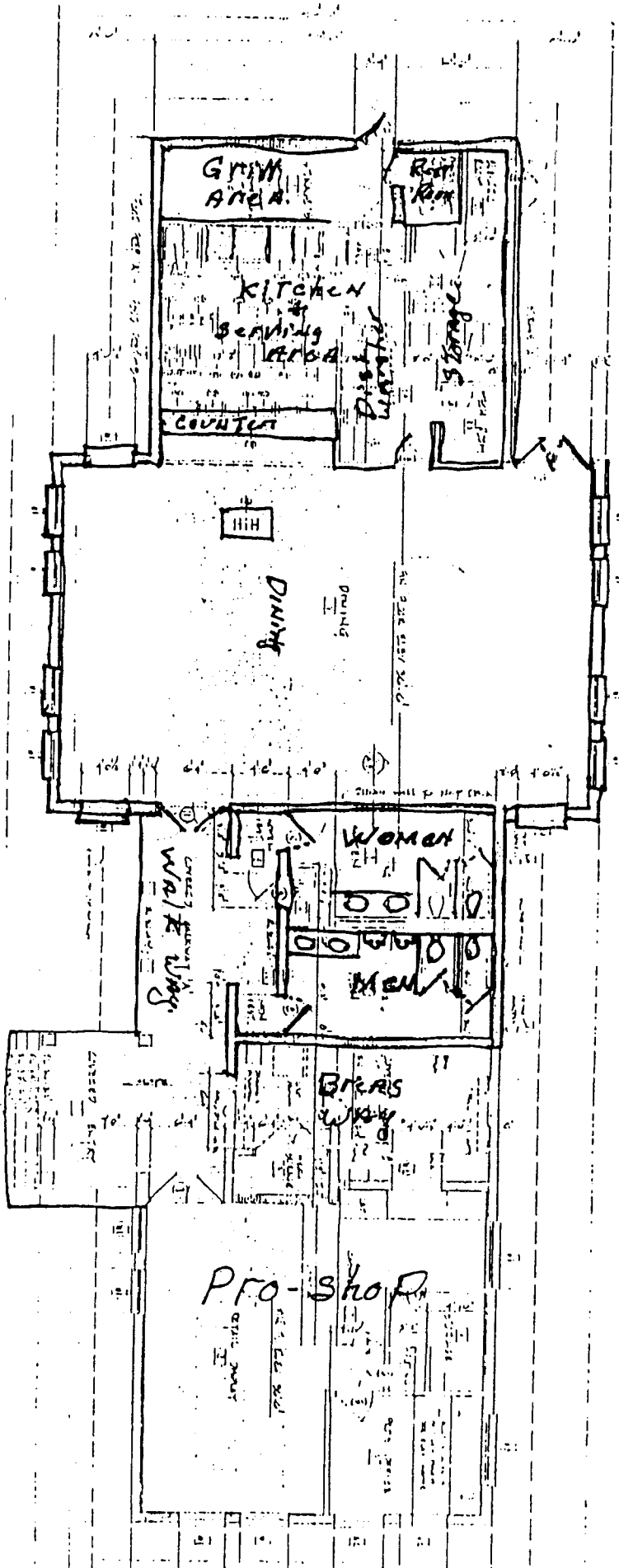


EXHIBIT A
BUFFALO CREEK GOLF COURSE



Room	Area	Notes
Grill Area	10' x 10'	Grill, Sink, Counter
Kitchen	10' x 10'	Sink, Refrigerator, Storage
Dining	20' x 20'	Tables, Chairs, Bar
Women	10' x 10'	Restroom
Men	10' x 10'	Restroom
Pro-shop	10' x 10'	Shelves, Counter
Bar	10' x 10'	Bar, Seating
Entrance	10' x 10'	Door, Reception

EXHIBIT "B"

Equipment List

ITEM NO.		QTY.	MANUFACTURER	MODEL NO.
	Manatee County Golf Course			
1.	Extra Deep Ice Bin	1	Cambra	42105
2.	S/S Drain Board	1	NSF	D011238
3.	Fryer with Flash, Guard and Casters	1	Toastmaster	1435
4.	Griddle/Range with Oven Base	1	Garland	
5.	Refrigerated Sandwich Unit	1	True	TSSU4812
6.	Microwave Oven	1	Amana	RC57108
7.	Toaster	1	Procter Silex	T522B
8.	Ice Machine	1	Manitowac	C400
9.	Reach-in Two Door Refrigerator	1	True	T-47
10.	Bottle Cooler	1	True	TD 6524
11.	Reach-in Freezer	1	Kenmore	7293131
12.	Mobile Slicer with Stand	1	NSF	D012655
13.	S/S Overshelf	1		
14.	Glass Rack Shelf	1		
15.	Overshelf - S/S	1		
16.	Storage Shelving	1		
17.	Indoor Tables	8		
18.	Indoor Chairs	34		
19.	Outdoor Tables	9		
20.	Outdoor Chairs	40		

EXHIBIT "B"

Equipment List

ITEM NO.		QTY.	MANUFACTURER	MODEL NO.
	Buffalo Creek Golf Course			
21.	Dishwasher	1	Jackson Automatic	10AB
22.	Ice Machine (at front counter)	1	Ice-O-Matic	
23.	SS Sink	1	GlasTender	HSA-12, CODE 27839
24.	Bottle Cooler	1	Beverage-Air	DW-49V
25.	Draft Beer Keg Cooler with 2 taps	1	Beverage-Air	DD58C
26.	Hot Dog Warmer	1	Star	
27.	Refrigerated Display Case (not working)	1	Delfield	9036
28.	Sandwich Unit Condiment Tray and Cutting Board	1	Delfield	V1855428
29.	Slicer	1	Univex	7510
30.	Microwave	1	Amana Radarange	RFS/10
31.	Range/4 Burner Grill	1	Vulcan	
32.	Overhead Exhaust Hood	1	Ventroguard	FAC-2B
33.	Refrigerator	1	Delfield	6025-S
34.	Freezer	1	Delfield	6125-S
35.	Fryer with Stand	1	Vulcan	MGF-2
36.	SS Wall Shelf	1		
37.	Coffee Maker	1	Bunn-O-Matic	OT-35
38.	Warmer	1	Roundup	WD21
39.	Beverage Container	1	JetSpray	
40.	SS Triple Sink in Dishwasher Room	1		
41.	SS Double Sink in Kitchen	1		
42.	SS Table with 1 Drawer and 2 Shelves in Kitchen	1		
43.	SS Table with 2 Shelves in Kitchen	1		

EXHIBIT "B"

Equipment List

ITEM NO.		QTY.	MANUFACTURER	MODEL NO.
	Buffalo Creek Golf Course: continued			
44.	SS Shelving in Storage Room	1	Clairson Duo – Truss	
45.	Refrigerator (in storage area at back door)	1	Frigidaire	
46.	Refrigerator (in storage area at back door)	1	General Electric	
47.	Rectangular Tables	4		
48.	Round Tables	4		
49.	Square Tables	12		
50.	Chairs	85		

ACORD. CERTIFICATE OF INSURANCE

CSR NO.
ORANG-3

DATE (MM/DD/YY)
12/15/95

PRODUCER
Wallace Welch & Willingham Inc
3810 16th Street North
P.O. Box 33020
St. Petersburg FL 33733

Keith Gramling/Weyman Willingh
813-522-7777

INSURED

Orange Blossom Catering Inc.
220 4th Street North
St. Petersburg FL 33701

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Riscorp Property & Casualty

COMPANY B Commercial Union Ins

COMPANY C Northbrook Indemnity Company

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	AZR344069	01/01/95	01/01/96	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
C	AUTOMOBILE LIABILITY	CA0610359	01/01/95	01/01/96	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
B	EXCESS LIABILITY	CZDZ19714	01/01/95	01/01/96	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	04806	07/01/95	07/01/96	<input checked="" type="checkbox"/> STATUTORY LIMITS \$
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$ 100,000
					DISEASE - POLICY LIMIT \$ 500,000
					DISEASE - EACH EMPLOYEE \$ 200,000
B	Liquor Liability	AZR344069	01/01/95	01/01/96	Aggregate \$2,000,000 Ea Causa \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

ANCHSAV

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.