

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this the 21st day of October, 1993, by and between the Escambia River Muzzle Loaders, Inc., a Florida corporation not for profit, ("Contractor,") and Escambia County, a political subdivision of the State of Florida, ("County,") and replaces and supersedes the "Hold Harmless Agreement" entered into by and between Contractor and County on March 10, 1981, which agreement remains in full force and effect until the date of the last signature below,

WITNESSETH:

FOR AND IN CONSIDERATIONS of the promises and covenants set forth below, the County and the Contractor agree as follows:

1. County hereby grants to Contractor the right to use the following described property, hereinafter referred to as "the Property," in accordance with the terms of this agreement. Contractor may use the property on a full-time, seven days a week, twenty-four hours per day basis, subject to the provisions of Section 9. The property is specifically described as follows:

(See Property Schedule Attached Hereto and Made
Part Hereof as "Attachment No. 1")

2. Contractor shall take any and all steps necessary and desirable to secure the safety of all persons who may be on or near the property at all times during the term of this agreement.

3. At all times during the duration of this agreement, Contractor shall obtain and maintain sufficient liability insurance to protect the interests of both County and Contractor with regard to this agreement and the property itself. Insurance shall include personal injury coverage and property damage coverage. Contractor shall provide for the County to be endorsed as named insured on certificates of such insurance, which shall provide for County to receive written notice of any cancellation or material change in such policies.

4. Contractor shall, at all times during this agreement, maintain the property in condition as good or better than the condition of the property upon the effective date of this agreement. Contractor assumes full responsibility for the condition of the property during the term of this agreement. However, the County will continue to maintain the entrance road to the property in accordance with its present practice.

5. Contractor is requesting the use of the property, and in consideration for permission from the County to use same, contractor knowingly, fully, and voluntarily agrees to be liable for and to indemnify, defend, and hold the County, its agents, employees, officers or contractors, harmless and blameless for any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses including court costs and attorney's fees, that arise out of, or are in any way connected with this agreement and/or Contractor's use of the property. Contractor further agrees that it is fully responsible and liable for any and all damages, losses, theft or destruction to the property, or to any County property or fixtures found on the property, that may occur during the term of this agreement and/or Contractor's use of the property. contractor further agrees and covenants that it will never institute any suit or action at law or otherwise against the County, its agents, employees, officers or contractors nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action, of any kind whatsoever, against the same, regardless of whether such claims should arise from any act or omission by County, its agent, employees, officers, or Contractors, arising out of, or in any way connected with this agreement and/or Contractor's use of the property.

6. Contractor agrees to use and maintain the property in accordance with all applicable statutes, ordinances, rules and regulations of the United States, the State of Florida, and Escambia County. The County reserves the right to enact and enforce reasonable ordinances

which may affect the use of the property. This agreement shall be construed and governed according to the laws of the State of Florida.

7. Contractor covenants and agrees to use the property solely as a recreation area without discrimination as to race color, creed, national origin, or physical handicap. However, ~~in consideration of the Contractor's covenants set forth herein~~, during the term of this agreement, Contractor may reserve use of the property to the exclusive use of its members and their guests.

8. Shooting hours shall be from 8:00 a.m. to sunset effective immediately.

9. Contractor will address the use of rapid firing of automatic or semi-automatic weapons on the shooting range.

10. Contractor shall contract with a commercial collection company to provide trash pick up for the range.

11. Contractor shall increase patrolling the area for illegal shooting and other nuisance activities over levels in effect prior to the date of this agreement.

12. Membership in the National Muzzle Loaders Association or the National Rifle Association shall be required as a condition of membership in the Escambia River Muzzle Loaders.

13. Contractor agrees to actively seek with the County's assistance, an alternate site for the range that is more suitable for all concerned. These efforts are to include a survey of other county-owned "borrow pits." The target date for locating an alternate site for the range is October 1, 1994.

14. County or Contractor may terminate this agreement and Contractor's use of the property upon fourteen (14) days written notice to the other party. Contractor agrees to return

the property to the county upon termination of this agreement in as good or better condition than when the Contractor was granted permission to use the property pursuant to this agreement.

15. Contractor recognizes the fact that a church may begin meeting at a location presently owned by the Diocese of Pensacola-Tallahassee, northwest of the Quintette Pit, as described in Attachment No. 1 hereto. In the event Contractor or County receives complaint from the church that the noise from Contractor's activities on the property which is the subject of this agreement are objectionable, Contractor agrees not to allow or suffer any shooting on the property prior to 1:00 p.m. on Sundays.

THIS AGREEMENT made and entered into the day and year first written above.

ATTEST: JOE A. FLOWERS,
COMPTROLLER

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS

By: Marilyn Dirguy
Deputy Clerk

By: [Signature]
Steve Del Gallo, Chairman

ESCAMBIA RIVER MUZZLE LOADERS, INC.

[Signature]
Witness

By: Branch Burt
President

[Signature]
Witness