

**AGREEMENT BETWEEN ALACHUA COUNTY &
BIM SERVICES OF FLORIDA LLC
FOR ANNUAL HUNTING SERVICES AT TUSCOWILLA HEADWATES PRESERVE
NO. 13525**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and BIM Services of Florida LLC., a Florida Limited Liability Corporation, which is authorized to do business in the State of Florida (the “Hunter” or “Hunters”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued Request for Proposal (RFP) #23-250 seeking qualified firms or individuals to provide Annual Hunting Services at Tuscowilla Headwaters Preserve ; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Hunter as top ranked entity in the solicitation process; and

WHEREAS, the Hunter is willing to provide work and services to the County; and

WHEREAS, the County desires to engage Hunter to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Hunter agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.

2. **Property.**

A. The roughly 161-acre Tuscowilla Headwaters Preserve is located directly south of the City of Micanopy and due east of I-75 in Alachua County, Florida. The preserve is surrounded by agricultural land uses and rural small to large lots with single family homes. The preserve consists of upland mixed forest, slope forest, basin swamp, and successional hardwood forest. A 76-acre basin swamp is located in the middle, dividing the Property. Map of location is at **Exhibit 1**.

2.A.1. Tuscowilla Headwaters Preserve is currently not open to the public; however, the Preserve may become open to the public during the timeframe of this license agreement. Currently all 161 acres are open for hunting (hereafter referred to as “Hunted Area”), **See Exhibit 2C, Map 1**. A No Hunting Safety Zone may be established during this period of the License Agreement, not to exceed a fifty (50) yard width boarding neighboring properties

2.A.2. Physical improvements on the Property include 0.3 miles of service roads, 1.25 miles of fence line, gates, fences, and culverts.

- B. This Agreement is for the use of the property described in 2.A above. The Hunters agree, understand and acknowledge that hunting and/or other shooting activities involving firearms are inherently dangerous activities in which the use of firearms in close range of others sometimes occurs. The Hunters also agrees, understands and acknowledges that the Property may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to Hunters and their invitees. The COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PROPERTY FOR HUNTERS'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PROPERTY, AND HUNTERS AGREE THAT THEY HAVE NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY. The Hunter hereby acknowledge, agree, represent and warrant that they have inspected the Property and have, in their sole and exclusive discretion, determined that the Property is suitable for Hunters' intended uses of the Property in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition.

3. **Limitation of Privileges Granted or Agreement**

- A. The Hunters agrees that the privileges hereunder will not affect, and are subservient to, the County's rights and obligations in the implementation of the management and other activities on the Property necessary to accomplish the goals of the County. This Agreement provides non-exclusive use of the Property and the County may continue to use the Property as it sees fit, concurrently with the term of this Agreement.
- B. Tuscawilla Headwaters Preserve is actively managed by the Alachua County Environmental Protection Department, and County staff may be present on site throughout the year, conducting land management activities.

4. **Term.** This Agreement is effective upon execution by both Parties (the "Effective Date") and continues until the September 30, 2027, unless earlier terminated as provided herein.

5. **Duties of the Hunter.** In accordance with the terms and conditions of this Agreement the Hunter agrees to provide and perform Annual Hunting Services at Tuscawilla Headwaters Preserve, as more particularly described in the Duties of the County attached hereto as **Exhibit "2"** and incorporated herein ("Services") for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.

6. **Duties of the County.**

- A. Designate the Site Manager, which will be the Alachua County Parks and Conservation Lands Department Employee who is the manager for the Tuscawilla Headwaters Preserve.

- B. The County shall provide the Hunter with advance notice if the County intends to use the Property in a manner that results in restrictions to hunting
 - C. For site access, notice to the Hunter shall be by e-mail. A courtesy phone call may also be used. The Hunter shall have voice mail and e-mail on file with the County, and check it at least daily.
7. **Payment.** In lieu of monetary payments to the County, and as consideration for the license provided herein, the Hunters shall provide the caretaking, site maintenance, and security services detailed in **Exhibit 2**. These services shall be completed in accordance with the specifications that follow.
8. **Insurance.** Hunter will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
7. **County Property.** Hunter shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Hunter agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Hunter or guests notices or is made aware of on County property, including inside any County owned or used facility. Hunter shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Hunter suffer injury or damage to its/his/her person or property, the Hunter shall notify the County within 24 hours of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Hunter.
8. **Default and Termination.**
- A. **Termination for Default:** The failure of Hunter to comply with any provision of this Agreement will place Hunter in default. If Hunter is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Hunter with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Hunter.
 - B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Hunter. County Manager or his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Hunter will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of

- termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Hunter.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Hunter. County Manager or his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Hunter.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Hunter will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Hunter in performing this Agreement, whether completed or in draft. In the event of termination, Hunter's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Hunter shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

9. **Laws & Regulations.**

- A. The Hunter shall abide by all State of Florida hunting statutes and Florida Fish and Wildlife Conservation Commission rules and regulations, and any violation of these rules may result in the immediate removal of the offending individual from this agreement.
- B. As a condition precedent to the Hunter allowing any prospective individual, who is under the age of 18 and not a signatory to this Agreement, to enter the Property as a guest of the Hunters, Hunters shall obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit "4"** Waiver and Release for Minor signed by the individual and the parent or legal guardian of each individual that is under the age of 18, and shall furnish the original executed and notarized forms to the County prior to the individual being allowed entry onto the Property. As an additional condition precedent to the Hunters allowing any adult over the age of 18 on the Property as a guest of the Hunters, the Hunters shall also obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit "5"** Waiver and Release for Adult from every adult that will be on the Property, and shall furnish the original executed and notarized forms to the County prior to allowing any such adult to be allowed entry onto the Property. The failure of the Hunters to obtain a signed and notarized Waiver and Release as required by this Agreement shall constitute a material breach of this Agreement. The Hunters are solely responsible to

ensure that all activities conducted on the Property during the term of this Agreement are conducted in a safe manner.

10. **Indemnification.** HUNTER HEREBY WAIVES AND RELEASES, AND AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF HUNTER OR HUNTER'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBHUNTERS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM HUNTER'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Hunter's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Hunter or Hunter's employees, representatives or agents, then Hunter will investigate, respond to and provide a defense for any allegations and claims, at Hunter's sole costs and expense. Furthermore, Hunter will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Hunter and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Hunter:

BIM Services of Florida, LLC

11070 NW 193rd ST

Micanopy, FL 32667

To County:

Alachua County Environmental Protection

408 West University Ave, Suite 106

Gainesville, Florida 32601

cc: With a copy electronically sent to:
Alachua County Procurement, Attn:

Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Hunter, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Hunter does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Hunter or keep and maintain public records required by the County to perform the Services. If Hunter transfers all public records to the County upon completion of the Agreement, Hunter shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Hunter keeps and maintains public records upon completion of the Agreement, Hunter shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF HUNTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HUNTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 384-3132 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Hunter fails to comply with this section, Hunter will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Hunter who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Hunter will take reasonable measures to protect, secure and maintain any data held by Hunter in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Hunter suspects or becomes aware of a security breach or

unauthorized access to such data by a third party, Hunter shall immediately notify the County in writing and will work, at Hunter's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Hunter may claim that some of Hunter's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Hunter in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Hunter shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Hunter. County will promptly notify Hunter in writing if the County receives a request for disclosure of Hunter's Confidential Information. Hunter may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Hunter shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Hunter's Confidential Information in a manner not contemplated by this Agreement. Hunter shall investigate, handle, respond to, and defend, at Hunter's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Hunter shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Hunter is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Hunter shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Hunter releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Hunter to submit to an audit, by any auditor of the County's choosing. Hunter shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Hunter shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Hunter agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Hunter to the County, Hunter shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Hunter's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Hunter shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Hunter. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Hunter whether under this Agreement and any other agreement between Hunter and County. If such amounts owed to Hunter are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Hunter hereby shall pay such remaining amounts to County.

Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Hunter. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subHunter agreement entered into by the Hunter in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Hunter will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Hunter is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Hunter is not familiar with laws, ordinances, rules and regulations, Hunter remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Hunter each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Hunter. In the performance of this Agreement, Hunter is acting in the capacity of an independent Hunter and not as an agent, employee, partner, joint venturer, or associate of the County. Hunter is solely responsible for the means, method, technique, sequence, and procedure utilized by Hunter in the full performance of the Services referenced in this Agreement.

J. E-Verify. Hunter shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Hunter during the term of the Agreement. Hunter shall expressly require any individuals performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Hunter during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. Conflict of Interest. Hunter warrants that neither Hunter nor any of Hunter's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Hunter shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Hunter warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Hunter to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Hunter any fee, commission, percentage, gift, or

other consideration contingent upon or resulting from the award or making of this Agreement. If Hunter breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Collusion. By signing this Agreement, Hunter declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, Hunters or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

P. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Hunter, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

HUNTER

By: _____

Print: Chris Ward

Title: _____

Date: 10/27/2022

IF THE HUNTER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 3: Insurance Requirements

TYPE "D" INSURANCE REQUIREMENTS "Hunters and Tenants"

Hunters shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Hunter's operation and use of the licensed premises. The cost of such insurance shall be borne by the Hunters.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$100,000 Products / Completed Operations Aggregate, \$100,000 Personal and Advertising Injury Liability, \$100,000 each Occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY. (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$300,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY. (While on County owned Property)

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OR:

- C As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Hunter may choose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

IV. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability Coverages

- 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Hunters and premises owned, leased or used by the Hunters.
- 2 The Hunter's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Hunter's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

- 1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Hunters for the County.

C All Coverages

- 1 The Hunters shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should

Personal
Insurance
provided
CW

Exhibit 1: The Property



Exhibit 2: Duties of the Hunter

1. **Project Overview:** Annual Hunting Services in Tusawilla Headwaters Preserve in accordance with the Alachua County Hunting Business Plan, January 20, 2013, which established principles to guide appropriate management of recreational hunting on Alachua County Forever (ACF) managed lands. The Multi-Year Hunting Agreement is one mode of hunting outlined in the Hunting Business Plan, which provides limited hunting opportunities in exchange for caretaking and maintenance services on certain ACF managed lands.
2. **Permitted Hunting**
 - 2.1. Three (3) Named Hunters and a maximum of one guest each are permitted to hunt on the Property.
 - 2.2. Established non-profit entities which provide hunting opportunities to underserved groups in the community may be identified as Named Hunter instead of individual parties.
 - 2.3. A maximum of one guest for each Named Hunter, whether hunting or non-hunting, is allowed on the Property at any one time. Each guest must be accompanied by a Named Hunter. Additional non-hunting guests may be permitted, only if approved in advance by the County's Site Manager as identified in paragraph 6.A.
 - 2.4. Wildlife harvested from the Property shall be specifically limited to the FWC seasonal limits of deer, turkey, armadillo, and an unlimited number of feral hogs per year. In addition, the Hunters shall comply with wildlife management procedures that may be prescribed from time to time by the County, including but not limited to harvest quotas based on periodic population surveys.
 - 2.5. The Hunters are permitted to hunt on the Property assisted by or otherwise accompanied by dogs, only if approved in writing by the Alachua County Parks and Conservation Lands Department as part of a feral hog control plan.
 - 2.6. The Hunters shall not establish or maintain feed plots on the Property.
 - 2.7. The Hunters may use up to a total of six (6) non-permanent tree stands that do not penetrate the bark of a tree.
 - 2.8. Hunters shall not charge guests for any rights and privileges conferred to them under this agreement.
 - 2.9. Hunters may not bring or introduce domesticated or wild animals to the Property, including pets of any sort.
3. **Hunter Responsibilities**
 - 3.1. The Hunter shall be the party responsible for organizing and ensuring all duties are completed per the agreed upon schedule and shall be the primary contact for the site manager.
 - 3.2. The Hunters will cease or limit activities on the Property at the request of the County.
 - 3.3. In lieu of monetary payments, the Hunters shall provide the caretaking and land management services detailed below and summarized in **Table 1 at Exhibit 2A**. The

Hunters shall complete the land management services in accordance with the specifications that follow.

- 3.4. The Hunters will comply with all state and federal tax reporting requirements for the value of the hunting opportunity and the value of their caretaking services. Alachua County will report the value of the hunting opportunity for each designated hunter through the IRS 1099-MISC annually.
- 3.5. The Hunter shall report all activities performed under the License Agreement on a **Monthly Site Activity Report at Exhibit 2B**, to be submitted at the end of each calendar month to the County. The Monthly Site Activity Report shall be submitted on or before the fifth (5th) day of the month following the reporting period. The Monthly Site Activity Report will include maintenance and security activities, number of hogs removed, all game harvested, and facts related to such harvest. Failure to submit the monthly Site Activity Report shall be considered grounds for revocation of hunting rights.
- 3.6. The Hunters shall not introduce hogs, or any other animals or plants onto the Property.
- 3.7. Guests of the Hunters shall comply with all conditions of the agreement and the Hunters shall be responsible for the conduct of the Hunters' guests.
- 3.8. The Hunters agrees that no illegal, unlawful, offensive or immoral activities will take place on the subject Property, and that no alcohol will be consumed on the Property by Contractors and/or their guests.
- 3.9. The Hunters shall not clear vegetation or mow areas for hunting purposes.
- 3.10. The Hunters shall not injure, molest or kill wildlife, including venomous or non-venomous snakes, except as allowed in Paragraph 2.4.
- 3.11. The Hunters shall abide by all State of Florida hunting statutes and Florida Fish and Wildlife Conservation Commission rules and regulations, and any violation of these rules may result in the immediate removal of the offending individual from this agreement.
- 3.12. The Hunters shall allow law enforcement officers or County employees to perform game checks for purposes of enforcement and collection of biological data.
- 3.13. The Hunters shall be available outside of the regularly scheduled security checks to inspect/assess property if requested by staff.
- 3.14. The Hunters shall provide the following site security:
 - 3.14.1. At least weekly, the Hunters shall survey the Property (Hunted Area and Public Use Area) and notify the County within 24 hours of any issues that may affect the County's management of the Property or the Hunters' rights and obligations under the Agreement.
 - 3.14.2. The Hunters shall assist in the protection of the Property by monitoring for trespassing, archaeological looting, poaching, solid waste dumping, and vandals to the best of their ability and report all such acts to the County's Site Manager and to the proper authorities.
 - 3.14.3. The Hunters shall notify County staff, and the Alachua County Sheriff's Office, Alachua County Fire Rescue, or FWC if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, poachers,

archaeological looters, wildfires, vandalism to County property, or unauthorized damage to the natural resources.

3.15. The Hunters shall perform the following site maintenance:

- 3.15.1. Maintain the Property in a clean and orderly manner. Remove fallen trees from roads, trails, firebreaks, clearings, as soon as possible, but no later than one week after they occur.
- 3.15.2. Regularly inspect and repair boundary fencing, gates, and regulatory signage on the Property and maintain such in a neat and orderly fashion. Remove fallen trees as soon as possible, but no later than one week after they occur **Exhibit 2F Map 4**.
- 3.15.3. Install “NO TRESPASSING” signs on the Property boundary where needed according to the Site Manager’s specifications and maintain posting such that signs are clearly visible and legible. Replace or add signs as needed to conform to site managers specifications. Maintenance shall be conducted at least once a year
- 3.15.4. Maintain and secure existing and future infrastructure in the Property.
- 3.15.5. Remove and properly dispose of any solid waste deposited during the term of this agreement from the Property.
- 3.15.6. Remove and properly dispose of any legacy solid waste remaining within the Property from past landowners. The northeast corner has remnant sheds, domestic animal pens and scattered debris. Site manager will provide locations of legacy solid waste **Exhibit 2G Map 5**. Alachua County will provide a dumpster to remove the legacy solid waste.
- 3.15.7. Mow and clear designated roads/trails/firebreaks in the Property at least two (2) times annually for general maintenance (0.3 miles scheduled in 2022) **Exhibit 2D Map 2**. Roads and trails are depicted on the attached map and are designated as mowable areas. The assignment of roads/trails to maintain in the Hunted Area may change from year to year.
- 3.15.8. Additional mowing and harrowing maybe incorporated into the site maintenance of the Property, as agreed upon by the County and Hunters.
- 3.15.9. Vertically trim and limb-up approximately 0.3 miles of roads/trails/firebreaks on the Property at least one (1) time annually per the site manager’s specifications **Exhibit 2E Map 3**.
- 3.15.10. Remove and properly dispose of legacy wire fence in the Property, not to exceed 2,500 linear feet, as directed by County Site Manager.
- 3.15.11. Monitor for and control exotic plant species on the Property. For the purposes of this Agreement, exotic plant species are any that are listed in the Florida Exotic Pest Plant Council’s 2019 Invasive Plant Species list (<https://floridainvasivespecies.org/plantlist.cfm>).
- 3.15.11.1. Record and submit any exotic plant species (GPS or Avenza points, species, density, location, treatment) on the Monthly Site Activity Report.

- 3.15.11.2. Spot-treat all County Site Manager assigned exotic plants utilizing herbicides approved by County staff, in strict compliance with herbicide labels.
- 3.16. The Hunters shall provide and maintain all equipment for the performance of the site maintenance, care taking and site security activities
- 3.17. The Hunters shall pay for materials for repairs and maintenance on the Property, as required by this scope of services, up to \$500.00/year. Materials must be approved by County staff prior to purchase. All materials used to maintain and improve the Property shall become the property of Alachua County. Materials include fencing, gates, hardware, and the like. Materials do not include any fuel, supplies, parts, and repairs for Hunters' equipment, which are solely the Hunters' responsibility. In addition, the Hunters are solely responsible for all costs of materials for repairs which result from the Hunters' misuse, waste or neglect, or that of their guest(s).
- 3.18. Hog control on the Property is one of the most important components of this Agreement. The Hunters shall control feral hogs on the Hunted Area by hunting and trapping throughout the year, as necessary to control the population. All hogs must be dispatched on the Property. Documentation of successful hog control will be required (digital photo of each dispatched hog). Feral hog control strategies must be approved by the County Site Manager.
- 3.19. The Hunters shall provide the County's Site Manager with keys or combinations to any locks (s)he places on the Property and shall notify the Site Manager if any lock is added, changed, replaced or removed from the Property.
- 3.20. The Hunters shall not drive vehicles off of existing roads or firebreaks on the Property, except for maintenance or mowing areas designated by the Site Manager. ATV/UTVs may be used in the Hunted Area on roadways and may be used with permission of the Site Manager in the Public Use Area.
- 3.21. The Hunters shall not establish any new trails on the Property without the express written authorization of the County.
- 3.22. The Hunters shall not deface, molest or cut live or dead trees, including cabbage palm, except for those interfering with personal safety, access to the Property, or fence lines and gates.
- 3.23. The Hunters shall not dump or place any garbage or refuse on the Property.
- 3.24. The Hunters shall not build fires on the Property.
- 3.25. The Hunters shall maintain a working e-mail address and phone number with voice mail at which (s)he may be reached by County staff at all times for the term of the Agreement. The Hunters must notify the County Staff promptly of any changes in contact information.
- 3.26. The Hunters shall not stay overnight on the Property and shall not establish any structures intended for camping on the Property.
- 3.27. The Hunters shall remove all personal property and debris upon termination of the Agreement.
- 3.28. Additional tasks/duties may be undertaken with the mutual consent of the County's site manager and the Hunters.

3.29. Mowing Specifications

- 3.29.1. Roads/trails shall be mowed to a height of no more than six (6) inches.
- 3.29.2. Roads and trails shall be mowed to widths specified on Exhibit 2D Map 2.

3.30. Road/Trail /Firebreak Vertical Trimming Specifications

- 3.30.1. Hand trim roads and trails utilizing hand tools and small power tools.
- 3.30.2. Roads/trails should be trimmed to a minimum height of twelve (12) feet.
Roads and trails should be trimmed to a minimum width specified on the annually provided Trimming Exhibit 2E Map 3.
Prune tree limbs back to branch collars to avoid re-sprouting.
- 3.30.3. Trim saplings back to root collar. Do not leave stubs (punji sticks, staubs).
- 3.30.4. Remove trimmed debris from roads and scatter it within the Preserve's wooded areas. No debris piles may be created.

3.31. Fence line Maintenance Specifications

- 3.31.1. Maintain fences sufficient to secure entire preserve Property.
- 3.31.2. Intensively maintain specified fence lines (1.25 miles) around the Property
Exhibit 2F Map 4. Maintenance includes removal of down trees and limbs, clearing of vegetation from under and in fences either via mowing or herbicide application, constructing or replacing missing fence line. Fence line maintenance shall be undertaken at least 2 times per year.

4. Additional Services In addition to the activities specified above in Section 3. Hunter Responsibilities, the Hunters may provide other services on the Property should they have the expertise to complete the tasks. These services may include but are not limited to:

- 4.1. Perform storm-recovery clearing and repairs on the Public Use Area after major storm events.
- 4.2. Remove multiple treefalls and clear debris from roads, trails and firebreaks.
- 4.3. Repair fences, gates and other structures on the Property damaged by such storm events.
- 4.4. Complete earthwork/ hydrologic projects to assist with site public use and or management (specific projects below):
- 4.5. Note: Alachua County will provide all materials required to build new construction projects and these projects shall be completed with the site manager.
- 4.6. Fill potholes with material approved by County staff.
- 4.7. Repair, maintain, or replace existing culverts or low water crossings with materials approved by County staff.
- 4.8. Install new culvert(s) per County specifications at a specified location.
- 4.9. Maintain Public Use Area infrastructure
- 4.10. Repair any vandalized or damaged signs, benches or other infrastructure in the Public Use Area.
- 4.11. Mow adjacent to selected fire lines at least one time per year as designated by the Site Manager. (Requires Brown Treecutter or equivalent heavy brush mower)
- 4.12. General Resource Management
 - 4.12.1. Monitor the public use trails on foot and address/report issues or problems.
 - 4.12.2. Plant the designated area with Longleaf pine tublings.

4.13. General Habitat Restoration

- 4.13.1. Remove successional hardwood species; mainly water oak and laurel oak; using mechanical and/or chemical methods in an area designated by the County Site Manager.
- 4.13.2. Plant the designated area with Longleaf pine tublings.
- 4.13.3. Longleaf pine tublings and planting bars will be provided by the County.
- 4.13.4. Exotic Plant Species Control and Monitoring
- 4.13.5. Spot treat coral ardisia, cogon grass, Japanese climbing fern, Cat's claw vine and Caesars weed with a foliar application of herbicide of Glyphosate twice a year.
- 4.13.6. Treat large camphor trees, Chinaberry trees and Chinese tallow with a hack-n-squirt method using Glyphosate beginning in the fall and carrying through winter once a year.
- 4.13.7. The County Site Manager can provide a map of all know exotic plant species locations.
- 4.13.8. The County Site Manager can provide herbicide mixing rates, application timing schedule, application techniques.
- 4.13.9. All herbicides shall be approved by County Staff

Table 1: Required Land Management Services

Task	Description	Location	Target Date
Site Security	Perform site security checks.	Entire Property	Weekly
	Complete and submit Monthly Site Activity Report.	Entire Property	By the 5 th of the Month
	Install, replace and maintain No Trespassing signs	Entire Property	At least once per year
General Maintenance	Clear fallen trees, from roads, trails, firebreaks, clearings.	Hunted Area	Within 1 week of occurrence
	Maintain Trailhead of Public Use Area and empty garbage can	Public Use Area	Weekly
	Inspect, and repair boundary fences, gates and regulatory signage, clear fallen trees and repair as needed.	Entire Property	Within 2 weeks of occurrence
	Maintain existing infrastructure.	Hunted Area	As needed
	Mark tortoise burrows	Hunted Area	As needed
Vertical Trimming	Vertically trim roads/trails/firebreaks once per year	Hunted Area	Yearly
Maintenance Mowing	Mow roads/trails/firebreaks/clearings two (2) times annually.	Hunted Area	Summer, Fall
Fire line Preparation	Harrow or Mow fire breaks up to two (2) times annually.	Entire Property	Fall, Spring
Hog Control	Control feral hogs on the Property by hunting and trapping.	Entire Property	As needed
Solid Waste	Remove solid waste deposited on the property	Entire Property	As needed
	Remove old solid waste	Hunted Area	As discovered
Fencing	Intensively maintain specified fence lines	Public Use Area	Yearly

Exhibit 2B:MONTHLY SITE ACTIVITY REPORT

Mill Creek Preserve Monthly Site Report

Month and Year: _____

Reporters Name: _____

Actions Performed	Yes	No	N/A	#	Notes (Location,Condition,# of Animals Taken, Issues, Etc)
Site Security					
General Maintenance					
Perimeter Maintenance (gates, locks, fences)					
Vertical Trimming					
Hog Removal					
Species & # of Game Animals Harvested					
Solid Waste Removal					
Fire line Preparation					
Maintenance Mowing					
Other					

Did You Find	Yes	No	N/A	Notes
Dumping				
Illegal Camping				
Archeological Looting				
Evidence of Poaching				
Evidence of Trespassing				
Unauthorized ATV Use				
Downed Trees/Limbs				
Vandalism				
Safety Hazards				
Significant Wildlife/Plant Sightings				
Other				

Recommendations for County Staff:

Exhibit 2C: MAP 1:

Map 1: Tuscawilla Headwaters Preserve - Hunted Area Map



Map 2: Tuscawilla Headwaters Preserve - Mowing Map



Exhibit 2E: Map 3

Map 3: Tuscawilla Headwaters Preserve - Vertical Trimming Map



Map 4: Tuscawilla Headwaters Preserve - Fence Line Maintenance

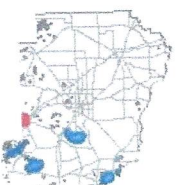


Exhibit 2G: Map6

Map 5: Tuscawilla Headwaters Preserve - Solid Waste Removal Map



be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

Hunters shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Waiver and Release for Minor

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Premises

In consideration of permitting of my minor child, _____ (name of child) (hereinafter, the "Child"), to enter the property known as Tuscawilla Headwaters Preserve, which is owned by Alachua County, a charter county and political subdivision of the State of Florida, the general location of which is depicted in the map attached hereto as Exhibit "4-A" (hereinafter, the "Property") and in consideration of permitting the Child to enter to Property, **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY CHILD'S ENTRY ONTO OR USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ALACHUA COUNTY.** This release applies during the time that my Child is on the Premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Premises or activities occurring thereon.

I understand and acknowledge that hunting and/or other shooting activities involving firearms are inherently dangerous activities in which the use of firearms in close range of others sometimes occurs. These Premises may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to my Child or his/her personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PREMISES FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND I AGREE THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY.** I hereby acknowledge, agree, represent and warrant that my child is voluntarily entering the Premises in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition with knowledge of the dangers involved, and I, as the parent or legal guardian, and with full legal authority, hereby agree to accept and assume, on behalf of myself and my Child, **ALL RISKS** associated with entering the Premises, including but not limited to injury or death, property loss or damage.

I swear and affirm that I am the parent or legal guardian of the above-named Child I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I

have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

Child's Signature Date _____

Child's Name (printed)

Parent/Guardian's Signature Date _____

Parent/Guardian's Name (printed)

Exhibit 4A

Map 1: Tuscawilla Headwaters Preserve - Hunted Area Map




Exhibit 5: Waiver and Release for Adult

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Premises

I Chris Ward (name) in consideration to enter the property known as Tuscawilla Headwaters Preserve, which is owned by Alachua County, a charter county and political subdivision of the State of Florida, the general location of which is depicted in the map attached hereto as Exhibit "5-A" (hereinafter, the "Premises") , **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY ENTRY ONTO OR USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ALACHUA COUNTY.** This release applies during the time that I am on the Premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Premises or activities occurring thereon.

I understand and acknowledge that hunting and/or other shooting activities involving firearms are inherently dangerous activities in which the use of firearms in close range of others sometimes occurs. These Premises may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to me and my personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PREMISES FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND I AGREE THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY.** I hereby acknowledge, agree, represent and warrant that I am voluntarily entering the Premises in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition with knowledge of the dangers involved, and I hereby agree to accept and assume **ALL RISKS** associated with entering the Premises, including but not limited to injury or death, property loss or damage.

I swear and affirm that I agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.



Signature

Date

10/27/2022

Chris Ward

Name (Printed)

Signed, sealed, and delivered this 27th day of Oct., 2022

By:

Chris Ward

Name of Affiant (Parent)

Sworn to and subscribed before me this day of by

_____, who is personally known to me or produced

X as identification, and did take an oath

Georgia Nordstrom

Name of Notary Public Notary Public

My Commission Expires:

12/7/24

(date of expiration of commission)

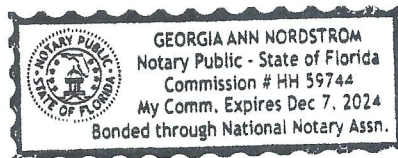


Exhibit 5A

Map 1: Tuscawilla Headwaters Preserve - Hunted Area Map

