

## TENNIS PRO CONTRACT

**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and John Hudson, an individual whose address is 504 Ribault Ave, Daytona Beach, FL 32118 ("HUDSON").

In consideration of the mutual covenants herein contained, the Parties agree as follows that HUDSON will provide Tennis Pro Services at the Florida Tennis Center ("FTC"), address 1 Deuce Court #200, Daytona Beach, FL 32124, as described herein.

**1. Term.** The Term of this Contract will be 1 year commencing on October 1, 2020 (the "Effective Date"). The CITY will have the option to renew this Contract for up to 2 Terms of 1 year each by providing HUDSON written notice. Unless waived by HUDSON, such notice will be provided at least 60 days prior to the end of the current Term.

**2. Racquet Restringing; Payment.** HUDSON will provide racquet restringing services on an as-needed basis at the CITY's request. The CITY will provide HUDSON racquets to be restrung, and the string. The CITY will also be responsible for collecting all customer fees and entering all customer transactions on the CITY's point of sale ("POS") system. HUDSON will perform the restringing either using CITY-provided machinery or his own machine.

In consideration of the restringing services, the CITY will pay HUDSON \$14.00 per racquet restring. Payment will be made monthly, in arrears, based on POS reports. The CITY will pay HUDSON this amount monthly without need for prior invoice; provided that HUDSON has first paid the Monthly Use Fee described in Section 6, below.

**3. CITY Group Tennis Lessons; Splitting of Fees.** HUDSON will be the primary provider of group tennis lessons at FTC on behalf of the CITY, in accordance with the seasonal tennis schedules produced by the CITY (hereinafter these lessons are referred to herein as "CITY Group Tennis Lessons"). HUDSON and CITY will work cooperatively in determining season schedules for CITY Group Tennis Lessons. CITY may agree to post flyers and reference these lessons on the CITY's FTC web page. HUDSON may otherwise advertise and promote these lessons as HUDSON sees fit; provided, however, that HUDSON will not use the CITY's logo or trademark or hold himself out as being a CITY official or employee in advertising and promoting such lessons.

The CITY will collect fees from participants for CITY Group Tennis Lessons at the rates determined by the CITY, and HUDSON will have no right to impose any separate charges for these lessons. The CITY will consult with HUDSON as to rates but will have final decision-making.

The CITY will pay Hudson 80% of the fees collected by the CITY from CITY Group Tennis Lesson participants. The CITY will pay HUDSON this amount monthly without need for prior invoice; provided that HUDSON has first paid the Monthly Use Fee described in Section 6, below.

**4. Private Tennis Lessons.** HUDSON may schedule and conduct private individual and group lessons at FTC, and may promote such private lessons using his own means and methods, subject to the following conditions:

(a) HUDSON will be required to schedule such lessons in advance with the FTC manager to ensure there are no conflicts with other uses. In case of conflicts with other uses of the FTC courts, priority of use will be given to FTC members and other activities such as tournaments that the CITY in its sole discretion determines.

(b) HUDSON will not promote, advertise, or hold such private lessons if it interferes with CITY Group Tennis Lessons.

HUDSON may impose such rates for Private Tennis Lessons as HUDSON may determine to be reasonable, provided that HUDSON may not violate the non-discrimination provisions of this Contract.

**5. Tennis Tournaments.** HUDSON will have the non-exclusive right to promote, organize, and hold tennis tournaments at the FTC, in accordance with the following conditions:

(a) The tournament must be approved in advance by the CITY. HUDSON will not commence marketing or promoting a tournament prior to receiving CITY approval.

(b) In addition to tournaments taking place solely at the FTC, with CITY's prior approval a tournament may be a multi-facility tournaments where a portion of the play is held at other area tennis courts; provided, that the majority of play will be at FTC, and no other venue will be used as the focus of any marketing or promotion efforts for such tournaments.

(c) HUDSON will pay the CITY a tournament participant fee of 20% of all entry fees. All tournament participant fees will be paid the day after the last day of the tournament unless waived by the City Manager on the City's behalf. HUDSON will not charge tournament participants any type of surcharge or fees or costs of any kind.

(d) The CITY agrees to post flyers and references to an approved tournament on the CITY's web page for the FTC.

(e) The tournament must be a USTA-sanctioned event, or conducted in a manner consistent with the applicable rules for USTA-sanctioned such events; or with the FTC Manager, an event with an alternative format.

(f) HUDSON will pay all tournament expenses, consisting solely of purchase of tennis balls, tournament t-shirts, trophies, food, and umpire and sanction fees.

(g) HUDSON will have no right to sell or offer to sell to the attending public, concessions such as food, beverages, or other goods. All such sales during these tournaments will be provided by the CITY at CITY's cost. CITY will have the sole right to revenues from such sales.

(h) HUDSON will have the right to personally advertise and promote the tournament. However, HUDSON will have no right to sell advertisements, sponsorships, or other promotional opportunities regarding the tournament unless approved by the City Manager or designee on behalf of the CITY. The CITY retains the exclusive right to such sales, subject to Section 5, below.

(i) The City Manager or designee on behalf of CITY and HUDSON, may agree in writing to additional parameters for the tournament, consistent with the terms and conditions of this Agreement.

**6. Monthly Use Fee.** For the privilege of being able to use the FTC courts for the conduct of Private Tennis Lessons and Tournaments as referenced in Sections 4 and 5, HUDSON will pay CITY a monthly fee of \$600. The fee will be paid without need for prior invoice. The monthly fee will be paid no later than the last day of the month starting after the Effective Date. Thereafter, the monthly fee will be paid on the monthly anniversary of the Effective Date. No monies will be due or paid by CITY pursuant to Sections 2 and 3 hereof, unless and until HUDSON has paid this monthly fee.

**7. Promotion of Facility.** HUDSON will generally encourage and promote the purchase of FTC memberships, and the use of the FTC pro shop to participants in HUDSON's lessons and tournaments.

**8. Non-Competition.** HUDSON will have the right to conduct tennis lessons at other local tennis facilities (e.g., tennis facilities located within a 25 mile radius of the FTC), only during those times when there are no courts available for such lessons at FTC.

**9. Personnel.** HUDSON may employ personnel as teaching pros, subject to the following conditions:

(a) All such personnel must pass a criminal background check by the CITY, and are otherwise subject to CITY pre-approval. HUDSON will not bear the cost of such tests.

(b) While at the FTC, all such personnel will (i) comply with all federal, state, and local laws and regulations; (ii) act in a courteous and professional manner that reflects positively on the FTC and CITY; (iii) be well-groomed in proper attire; and (iv) wear attire that readily identifies them as teaching pros.

(c) The CITY will have the right to immediately remove any such personnel who do not meet the requirements above.

**10. Standard of Performance.** HUDSON's services will at a minimum meet the level care and skill ordinarily used by members of HUDSON's profession performing the type of services provided herein within the State of Florida.

**11. Relationship between Parties.** This Contract does not create an employee-employer relationship between the CITY and HUDSON. HUDSON is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, HUDSON will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and HUDSON agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. HUDSON will also responsible for the performance of HUDSON's personnel.

Under no circumstances will HUDSON or HUDSON's personnel hold themselves out as City employees or representatives.

**12. Public Records.**

(a) To the extent applicable, HUDSON will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the CITY Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if HUDSON fails to transfer such records to the CITY if HUDSON does not transfer such records to the CITY.

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. HUDSON will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

**IF HUDSON HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO HUDSON'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HUDSON MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive HUDSON's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

### **13. Termination of Contract.**

(a) The CITY may by written notice to HUDSON terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of HUDSON to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide HUDSON at least 60 days' advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in paragraph 13.(a)(3) below, before terminating due to HUDSON's material breach of its contractual obligations, CITY must provide HUDSON prior written notice, specifying the breach and demanding HUDSON remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if HUDSON fails to remedy the material breach within the period described in the CITY's notice of breach.

(3) The CITY may terminate this Contract upon HUDSON'S breach without providing HUDSON an opportunity to remedy the breach as referenced immediately above, if HUDSON or any of HUDSON'S personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing HUDSON written notice.

Upon termination HUDSON will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all keys and uniforms, any and all such other information and services of whatever type or nature as may have been accumulated by HUDSON in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, HUDSON will be paid compensation for authorized services performed to the date of termination. If termination is due to HUDSON's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, HUDSON will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for HUDSON's failure to fulfill contractual obligations it is judicially determined by a court of law that HUDSON had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to HUDSON will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

(e) HUDSON may, by 60 days' advance notice written to City, terminate this Contract, in whole or in part, at any time. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

**14. Suspension of Activities.** The CITY may suspend HUDSON's services herein if the CITY provides notice under Section 13(a)(2), if the notice of material breach required by such Section so directs. The CITY may also suspend HUDSON's services in lieu of termination, under the conditions set forth in Section 13(a)(3), by providing HUDSON written notice of suspension. HUDSON will suspend activities immediately upon receipt thereof; and in such instance HUDSON's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

**15. Indemnification.** In consideration of CITY's payment of \$10.00, receipt of which is acknowledged by HUDSON, HUDSON hereby indemnifies and holds harmless the CITY, including the CITY's officers, employees, and agents (hereinafter, the "Indemnified Parties"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, (i) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of HUDSON, or HUDSON's officers, employees, or agents, including subcontractors and other personnel employed or used by HUDSON in the performance of this Contract; and (ii) any claims of injury on the part of HUDSON's personnel, whether employee or subcontractor, for personal injury relating to incidents that occur while such personnel are on location at the FTC or any other CITY facility, while carrying out duties or rights conferred to HUDSON by this Contract.

**16. Insurance.** HUDSON will provide and maintain at HUDSON's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

**(a) Coverage and Amounts.**

**(1) Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of HUDSON, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If HUDSON wishes to claim an exemption from worker's compensation insurance requirements, HUDSON will notify the Risk Manager in writing on HUDSON's official letterhead. The Risk Manager will not waive such coverage if HUDSON does not qualify for such exemption.

**(2) Liability Insurance**, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring HUDSON and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by HUDSON in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

**(b) Proof of Insurance.** HUDSON will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. HUDSON will not commence work until all proof of such

insurance has been filed with and approved by the CITY. HUDSON will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates. The certificates will also contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager  
The City of Daytona Beach  
P.O. Box 2451  
Daytona Beach, Florida 32115-2451"

If requested by the CITY, HUDSON will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

**(c) Cancellation; Replacement Required.** HUDSON will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without HUDSON's prior knowledge HUDSON will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right to replace the canceled policy at HUDSON's expense if HUDSON fails to do so.

**(d) Termination of Insurance.** HUDSON may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and HUDSON has received written notification from the Risk Management Division of the CITY that HUDSON may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of HUDSON if the request is made no earlier than two weeks before the work is to be completed.

**(e) Liabilities Unaffected.** HUDSON's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, HUDSON's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by HUDSON's failure to obtain insurance coverage.

HUDSON will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by HUDSON that does not meet the requirements of this Contract.

**(f) Third-Party Insurance.** HUDSON may satisfy the foregoing requirements through HUDSON's certified membership in the United States Professional Tennis Association (USPTA), provided that the USPTA insurance policies fully meet the foregoing requirements, including the requirement that the CITY be named as additional insured.

**17. Notice.** Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth for notice. The address for notice to HUDSON is set forth above. The name and address for receipt of notices to the City is John Drago, Business/Enterprise Management Director, The City of Daytona Beach, 125 Basin Street, Suite 130, Daytona Beach, FL 32114.

The CITY may hereafter change the person or address designated for receipt of the City's by providing written notice to HUDSON.

**18. CITY's Responsibilities.** The CITY agrees to make available for review and use by HUDSON, reports, studies, and data relating to the services required. The CITY has authorized the FTC Manager to



act as project manager to meet periodically with HUDSON to facilitate coordination and ensure expeditious review of work product. The City Manager of the CITY is also authorized to act in such capacity; and may, by providing HUDSON notice, delegate any other person such responsibility.

**19. Limitation on Waivers.** Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by HUDSON, will be construed to operate as a waiver of the CITY's rights under this Contract. HUDSON will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by HUDSON's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

**20. Dispute Resolution.** If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

**(a) Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

**(b) Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

**21. General Terms and Conditions.**

**(a) Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

**(b) Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

**(c) Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, HUDSON will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said

statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to HUDSON.

**(d) Reserved.**

**(e) No Third Party Beneficiaries.** There are no third party beneficiaries of HUDSON's services under this Contract.

**(f) Contingency Fee.** HUDSON warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for HUDSON, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for HUDSON, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**(g) Nondiscrimination.** HUDSON will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. HUDSON will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, HUDSON agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, HUDSON agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

**(h) Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

**(i) Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

**(j) Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

**(k) Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

**(l) Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT



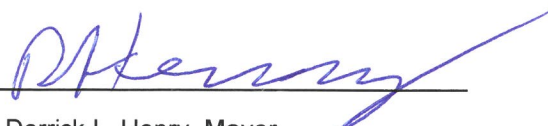
LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

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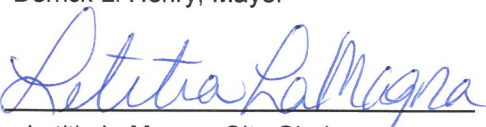
(m) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

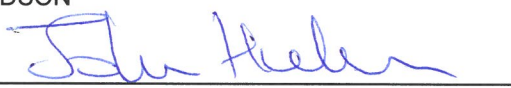
**THE CITY**

By:   
Derrick L. Henry, Mayor

Date signed: 09-23-20

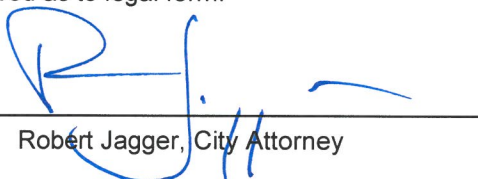
Attest:   
Letitia LaMagna, City Clerk

**HUDSON**

  
John Hudson

Date signed: 8/18/20

Approved as to legal form:

By:   
Robert Jagger, City Attorney