

**STANDARD CONTRACT NO. C 26-03-04-VH
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND TENNIS ENTERPRISES, LLC FOR
TENNIS PROFESSIONAL SERVICES**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Tennis Enterprises, LLC, a Florida corporation, (hereinafter referred to as the "Contractor"), whose address is 510 Shotgun Road, Suite 400, Sunrise, FL 33326 and whose Federal Identification Number is 20-0753943.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for Tennis Professional Services as set forth in this Contract and as further attached hereto in Exhibit "A," which is attached and made a part of this Contract. This Contract consists of the Contract and the following Exhibits, all of which are incorporated as if fully set forth herein:

- Exhibit "A" – Scope of Services
- Exhibit "B" – Staffing Plan
- Exhibit "C" – Programs List
- Exhibit "D" – Har-Tru HydroCourt Maintenance Manual and Har-Tru Maintenance Manual
- Exhibit "E" – Maintenance Checklists
- Exhibit "F" – Pro Shop Items
- Exhibit "G" – Monthly Reporting Checklist
- Exhibit "H" – Incident Report Form, as may be amended from time to time
- Exhibit "I" – Marketing Plan
- Exhibit "J" – Waiver, Release of Liability and Indemnification for Adults and Minors, as may be amended from time to time
- Exhibit "K" – Affidavit of Compliance with Foreign Entities Laws
- Exhibit "L" – Affidavit of Compliance with Human Trafficking Laws

The City's representative during the performance of this Contract shall be the Leisure Services Assistant Director, Nicolas Ortiz, telephone number (954) 747-4640, or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Gabriel Norona, telephone number (954) 328-2283.

2. Payments

The Contractor will bill the City on a monthly basis for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit "A". The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for five (5) years, commencing June 15, 2026. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for one (1) additional five (5) year period, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional

period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

Any terms or conditions of this Contract that require acts beyond the term of this Contract, shall survive termination of this Contract and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

During the term of this Contract, if the City should desire to close the Sunrise Tennis Club, or authorize Contractor to close any portion of the property, the parties shall renegotiate the terms of this Contract in writing prior to said closing taking place.

4. Reserved

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

7.2.1 Athletic Participant Liability. Contractor agrees Commercial General Liability shall be endorsed with Athletic Participant Liability coverage at policy sub-limit of liability not less than \$100,000 Each Occurrence and \$100,000 Annual Aggregate. Athletic Participant Liability may be satisfied by separate coverage.

7.2.2 Sexual Abuse or Molestation Liability. Contractor agrees Commercial General Liability shall be endorsed with Sexual Abuse or Molestation coverage at policy sub-limit of liability not less than \$100,000 Each Occurrence and \$100,000 Annual Aggregate.

7.2.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise”.

7.3 Participant Medical Accident Insurance. Contractor agrees to maintain Participant Medical Accident Insurance in the amount not less than \$10,000 for excess medical and \$2,500 for Accidental Death & Dismemberment (AD&D).

7.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

7.5 Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

7.6 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss

agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

7.7 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

Copy to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

7.8 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

7.9 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

8. Performance and Payment Bond Applicable Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 11. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, omissions, or breach of contractual duties and maintenance services of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable. This indemnity obligation shall not apply to claims arising out of the sole negligence by City, or claims arising from City's contractual duties to maintain landscape, parking lots, sidewalks, lights, fences, outdoor furniture, restrooms, pro shop, concession, locker rooms, City offices, and facility lobby. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Tennis Enterprises, LLC
ATTN: Gabriel Norona
510 Shotgun Road, Suite 400
Sunrise, FL 33326

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any

applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 26, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with referenced Exhibits, the conflict shall be resolved by giving the documents the following order of priority:

- | | | |
|------------------|-----------------|-----------------|
| 1. This contract | 6. Exhibit "H" | 11. Exhibit "B" |
| 2. Exhibit "A" | 7. Exhibit "C" | 12. Exhibit "F" |
| 3. Exhibit "J" | 8. Exhibit "E" | 13. Exhibit "I" |
| 4. Exhibit "K" | 9. Exhibit "G" | |
| 5. Exhibit "L" | 10. Exhibit "D" | |

Contractor may seek additional clarification from City's Representative, as necessary.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

33.4 If City terminates this Contract pursuant to the subsection 33.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §286.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit "K" - Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed Exhibit "L" – Affidavit of Compliance with Human Trafficking Laws, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

39. Emergency Response

If this Contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Contract during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a \$5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the parties made and executed this Contract on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and Contractor by its duly authorized representative.

CITY OF SUNRISE

By: _____

Michael J. Ryan, Mayor

Date: _____

AUTHENTICATION:

Felicia Bravo, City Clerk

Date: _____

(SEAL)

Approved as to form and legal sufficiency for the City

By: _____

Thomas P. Moss
City Attorney

CONTRACTOR

Tennis Enterprises, LLC

By: _____

Witness

Print Name: _____

Witness

Title: _____

Date: _____

EXHIBIT "A"
TENNIS PROFESSIONAL SERVICES
SCOPE OF SERVICES

1. Best Practices:

Contractor shall provide tennis court maintenance and other professional services at the Sunrise Tennis Club in a manner consistent with the best practices in the professional tennis club management industry and at all times operate in the best interest of the City of Sunrise, the residents of Sunrise, the Sunrise Tennis Club, and the public. Contractor will be responsible for maintaining all fifteen (15) tennis courts (referred to as "Courts"), maintaining storage areas as designated by the City, and maintaining office space as designated by the City and as outlined in this Scope of Services. Contractor shall offer tennis instruction, leagues, programs, tournaments and camps for children, and may provide merchandise to be sold in the Pro Shop and racquet restringing services.

The City shall provide daily on-site City staff to perform the necessary duties of management and operation at the Sunrise Tennis Club. The City's Representative for purposes of this contract is the Leisure Services Department Assistant Director, or designee.

2. Personnel:

Contractor shall provide sufficient professional personnel necessary to perform the services required pursuant to this contract. Contractor shall be responsible for hiring, training, and supervising of all Contractor personnel. However, the City's Representative may participate in the selection process and make recommendations regarding the hiring and dismissal of Contractor's employees. Contractor shall provide only qualified and trained personnel, as outlined in Exhibit "B" - Staffing Plan , to work at the Sunrise Tennis Club and shall provide proof of personnel qualifications to the City upon request. Contractor shall not utilize any person identified on any Florida or National registry as a sex offender or sex predator to provide services under this contract. Contractor represents that its principals, owners, corporate officers, employees, coaches, program staff, and instructors do not have any criminal charges. Contractor shall require that employees, coaches, program staff, instructors, and volunteers performing services under this contract shall be subject to a Level II background screening as set forth in the Florida Statutes Chapter 435, prior to such individual performing services, at the sole expense of Contractor. Proof of criminal history checks must be provided by Contractor to City's Representative, once per year in January, at the expense of Contractor.

2.1 Staffing Plan:

Contractor shall provide sufficient and competent staff to professionally and properly serve the public, and to fully maintain and operate the Sunrise Tennis Club. Contractor agrees with Exhibit "B" - Staffing Plan and will provide written annual updates to the City's Representative sixty (60) days prior to the anniversary date of the Contract. The staffing plan set forth in this Contract is intended to provide a high level of quality and customer service at the Sunrise Tennis Club. Labor reports may be required as back-up if requested by the City's Representative.

The Staffing Plan shall include, at a minimum, the positions listed below. In addition, Contractor shall notify the City's Representative within twenty-four (24) hours if there is a change of key personnel (e.g., Head Tennis Professional, Tennis Manager, Court Maintenance Technician). A designated employee should only fill one role unless otherwise approved by the City's Representative and noted on the Staffing Plan.

2.1.1 Head Tennis Professional (hereinafter Head Tennis Pro):

Contractor shall employ a Head Tennis Pro that has been Racquet Sports Professionals Association (RSPA, formerly United States Professional Tennis Association [USPTA]), Professional Tennis Registry (PTR) or Universal Tennis Rating (UTR) Certified (or equivalent) for a minimum of five (5) years (RSPA Elite Professional certification or higher is preferred) prior to being hired. This person shall have at least three (3) years of tennis facility management experience, preferably in South Florida, and shall maintain and care for the Sunrise Tennis Club according to the requirements of the Contract. City's Representative will have the right to approve or request that the Contractor dismiss the Head Tennis Pro. Head Tennis Pro should be United States Tennis Association (USTA) Safe Play Certified, or receive their certification within ninety (90) days of Contract execution.

2.1.2 Tennis Manager:

Contractor shall employ a Tennis Manager to coordinate scheduling of the Courts with the on-site City personnel. The Tennis Manager shall have at least five (5) years of tennis club or operations management experience, preferably in South Florida, and shall coordinate the operations of the Sunrise Tennis Club with City's Representative according to the Contract requirements.

2.1.3 Court Maintenance Technician:

Contractor shall employ a Court Maintenance Technician to be responsible for the maintenance of the Courts. The Court Maintenance Technician shall have at least five (5) years of tennis clay and hard court maintenance experience, preferably in South Florida, and shall maintain and care for the Sunrise Tennis Club Courts according to the requirements of this contract. This position shall be supervised by the Head Tennis Pro or the Tennis Manager.

2.1.4 Instructors:

Contractor shall employ instructors of tiered levels of experience to teach progressive skill levels. All instructors should be USTA Safe Play Certified, or receive their certification within ninety (90) days of Contract execution.

2.2 Availability of Contractor:

Contractor shall ensure that the Tennis Manager or Head Tennis Pro is available during the Sunrise Tennis Club typical operating hours with authority to speak with the City's Representative on all operational and court maintenance issues.

2.3 Contractor Employee Expectations:

The Contractor shall hire, employ, and compensate its own employees, whether full-time or part-time, and shall select, use, and pay its own vendors. All employees shall meet all the requirements of this Contract and/or Scope of Services. In performing work under the Contract, Contractor shall use only persons who possess all required licenses, permits and certificates, as appropriate. Contractor shall provide proof of all licenses, certifications, and insurances to the City's Representative prior to Contract commencement and sixty (60) days prior to the anniversary date of the Contract. Any persons conducting business with Contractor on City property shall at all times conduct themselves in a courteous, competent, and professional manner. All persons conducting business with Contractor on City property shall enter and leave the facility via the entrance(s) designated by the City's Representative. Only those persons actually working at the Sunrise Tennis Club or those vendors making deliveries shall be permitted in the Sunrise Tennis Club. The Contractor shall dismiss and remove from City property any of its employees, coaches, volunteers, program staff, instructors, corporate officers or vendors found drinking alcoholic beverages or using illegal substances on-site.

2.4 Uniforms/Appearance:

Contractor shall provide and ensure that all of its personnel present a clean and neat appearance and wear appropriate tennis attire with Contractor identification as approved by the City's Representative. City's Representative reserves the right to approve the attire worn by all of Contractor's personnel.

2.5 Subcontracting:

Contractor shall submit a list of subcontracts prior to beginning work on-site, including major purchases, to the City's Representative for written approval. Contractor shall not subcontract, transfer or delegate any of its obligations under the Contract without providing the City Representative's advance written approval. If approved by the City's Representative, all subcontracts must be documented with, but not limited to, a fully executed written agreement which shall be furnished to the City prior to commencement of the work. No subcontract entered into by Contractor shall relieve the Contractor of any of its liabilities or obligations under the contract, including those assumed or created by any subcontractor. Contractor shall require its subcontractors to comply with the terms of this Contract.

2.6 Rules and Regulations:

City shall prepare written rules and regulations concerning the use of the Sunrise Tennis Club and Contractor's personnel shall follow City's written rules and regulations and perform to the professional standards within this Contract.

2.6.1 Participant Supervision:

Contractor shall provide sufficient supervisory personnel to ensure that program participants obey all facility rules and regulations as set forth by the City's Representative. At no time shall Contractor leave participants unsupervised at the facility. City's Representative shall approve all supervisor/participant ratios and may request additional supervisory personnel at its discretion.

2.6.2 Right to Remove Contractor's Personnel:

Contractor's personnel shall follow abide by all local and federal laws, facility rules and regulations, and perform to the professional standards within this Contract. City's Representative may temporarily remove any Contractor personnel from the Sunrise Tennis Club and/or other City property for misconduct as determined by the City's Representative. City's Representative may also require the permanent replacement of any Contractor personnel.

2.6.3 Right to Remove Persons:

City's Representative may eject or cause to be ejected from the Sunrise Tennis Club any person or persons causing a disturbance and neither the City nor any of its officers, agents, or employees shall be liable to Contractor for any damages that may be sustained by Contractor through City's exercise of such rights.

3. Tennis Activity Services:

Contractor shall provide the programs set forth in Exhibit "C" – Programs List , and Contractor shall provide annual updates sixty (60) days prior to the anniversary date of the Contract. The Programs List shall include, at a minimum, adult and junior lessons, clinics, high performance academies, classes, camps, programs, leagues, and tournaments. Any changes to the Programs List require advance written approval from the City's Representative.

3.1 Operational Hours:

Contractor shall operate and conduct all tennis-related activities within the Sunrise Tennis Club's approved hours of operation. Any hours requested by the Contractor for activities (i.e., tournaments, special events, etc.) conducted outside of normal operating hours must be pre-approved in writing by the City's Representative. Requests to extend hours of operation must be made, in writing, no less than two (2) weeks in advance to the City's Representative. Contractor shall reimburse the City for all City staff hours required for such requests at the employees' actual rates, including overtime as applicable, plus benefits. If such request is brought to Contractor by the City's Representative, Contractor shall not be required to reimburse the City.

3.2 Program Changes:

Days, times, and/or type of program may be amended by the City's Representative at any time for convenience and programming purposes.

3.3 Court Usage:

3.3.1 Daily Usage:

Contractor shall provide a daily schedule of lessons, clinics, leagues, and programs to the City's Representative. This schedule must include court assignment and name of the Tennis Pro responsible for the program.

September – May	Reserved for Contractor	Reserved for City
Open – 11:00am	2 Clay / 4 Hard Courts	8 Clay / 1 Hard Courts
11:00am – 7:00pm	4 Clay / 4 Hard Courts	6 Clay / 1 Hard Courts
7:00pm – Close	2 Clay / 3 Hard Courts	8 Clay / 2 Hard Courts
June – August	Reserved for Contractor	Reserved for City
Open – 11:00am	2 Clay / 5 Hard Courts	8 Clay / 0 Hard Courts
11:00am – 4:00pm	4 Clay / 5 Hard Courts	6 Clay / 0 Hard Courts
4:00pm – 7:00pm	4 Clay / 5 Hard Courts	6 Clay / 0 Hard Courts
7:00pm – Close	2 Clay / 4 Hard Courts	8 Clay / 1 Hard Courts

Unused Courts may be used by either party if mutually agreed upon by Contractor and City's Representative. If both parties cannot come to a mutual agreement, the City's Representative reserves the right to make a final determination on available court usage.

3.3.2 Operational Hours:

The operational hours for the Sunrise Tennis Club vary for weekdays and weekends. Court availability is subject to the normal operational hours below as established by the City's Representative and are subject to change:

Weekdays	8:00am – 9:30pm
Weekends	8:00am – 3:00pm

Contractor will be notified prior to a change in the normal facility operation hours. The City's Representative will provide Contractor with a "Holiday Schedule" each year.

3.3.3 Event Date Notification:

Dates of special events and tournaments must be provided to City's Representative a minimum of four (4) weeks prior to event date. For special events and tournaments primarily to benefit Sunrise Tennis Club members, a minimum of two (2) weeks shall be considered sufficient. Special events, tournaments, court usage and scheduling hours for special events or tournaments are subject to prior written approval of the City's Representative prior to scheduling the event or tournament and as otherwise set forth herein.

3.3.4 Non-prize Money Tournaments:

Proposed tournaments are subject to prior written approval of the City's Representative. A written tournament plan must be submitted to the City's Representative a minimum of four (4) weeks prior to tournament date. This written plan shall include at a minimum, but not limited to, player registration process, schedule of Courts being used throughout the tournament, list of vendors, and anticipated sponsors. The City's Representative, prior to Contractor committing to host any tournament, must approve the tournament plan in writing. Non-prize money tournaments must be played while leaving at least the Courts Reserved for City, per Section 3.3.1, available, unless mutually agreed upon by Contractor and City's Representative. Every effort will be made for the City to collect registration fees for tournaments. If the City is unable to collect registration fees for the tournament (due to third-party vendor limitations), then the Contractor may collect registration fees directly from the third-party vendor. If Contractor collects fees, Contractor will remit payment of all fees to the City no less than one (1) week following the conclusion of the tournament. Any administrative fees charged by the third-party vendor must be absorbed either by the registrant or the Contractor. Within thirty (30) days of receipt of registration fees from the Contractor, the City will reimburse the Contractor pursuant to Section 10.1.

Post tournament, Contractor shall submit to the City's Representative a summary of revenues and expenses by category including, but not limited to, vendors, resale, sponsorships, and official's stipends. City reserves the right to request a detailed breakdown for each tournament.

3.3.5 Professional Tournaments:

Proposed professional level tournaments are subject to prior written approval of the City's Representative. A written tournament plan must be submitted to the City's Representative a minimum of four (4) weeks prior to tournament date. This written plan shall include at a minimum, but not limited to, player registration process, anticipated sponsorships, and schedule of Courts being used throughout the tournament. The City's Representative, prior to Contractor committing to host any tournament, must approve the tournament plan in writing. Contractor shall be permitted to utilize the entire Sunrise Tennis Club for professional level tournaments two (2) times per year.

Post tournament, Contractor shall submit to the City's Representative a summary of revenues and expenses by category including, but not limited to, vendors, resale, sponsorships, prize fund breakdown, and official's stipends. City reserves the right to request a detailed breakdown for each tournament.

Refer to above Section 3.3.4 for collection of registration fees.

City may, in its sole discretion, agree to enter into a separate contract or agreement with Contractor regarding the provision of a large-scale tournament and its associated revenues and/or expenses. Responsibilities of either party and sponsorships for such tournament shall be specifically excluded from the provisions of this Contract.

3.4 Supplies and Equipment:

Contractor shall provide all tennis balls and racquets (unless provided by patrons), ball storage/carts, and tools required to conduct tennis activities. On-site storage of supplies will be mutually agreed upon by Contractor and City's Representative and designated by City's Representative. All storage facilities must be maintained by Contractor in a clean and organized fashion at all times.

3.5 Food Preparation/Cooking:

CONTRACTOR is prohibited from preparing/cooking any food on-site which will be served to the public without written approval from the City's Representative.

3.6 Youth Camp Programs:

The maximum enrollment for simultaneous youth camp programs shall not exceed 35 registered participants. This includes participants in all on-site programs (recreational, high intensity academy, etc.).

3.7 High Performance Tennis Academy:

Contractor shall offer a high intensity tennis training program. Contractor agrees to provide high quality tennis training for all services provided through this Contract and Contractor shall provide individual or group training for professional tennis players and/or more intense levels of tennis performance for junior players.

3.8 Program Fees:

Contractor shall establish and adjust fees for tennis programs and services subject to advance approval by the City's Representative in writing, ensuring that such fees are reasonable and competitive for a public facility of this nature. These fees shall be included on the written Exhibit "C" - Programs List, which will be reviewed on an annual basis as set forth in Section 3.

4. Maintenance Services:

4.1 Court Maintenance:

Contractor shall provide and procure labor to professionally maintain all fifteen (15) courts, which includes ten (10) clay/hydro courts (referred to as "Clay Courts"), four (4) asphalt based cushion courts and one (1) asphalt based cushion stadium court (referred to as "Hard Courts"), surfaces, structures, equipment, related facilities and designated storage facilities at the Sunrise Tennis Club while maintaining playability and appearance at all times. All Courts shall be maintained at a first class level of maintenance that is equal to or greater than that of competing tennis centers. The City's Representative shall make a final determination on the acceptable level of maintenance at all times.

4.2 Inventory:

Prior to the Contractor starting work, both parties will complete an inventory of all City-owned equipment that will be provided by the City for the Contractor's use and that shall at all times shall remain the City's property and maintained by the City at the City's expense. If Contractor and City mutually agree that City-owned equipment must be replaced, City shall endeavor to make such replacement on a monthly basis. If Contractor requires additional small hand tools, valued at \$50 or less, for their use, they must provide them and replace them as needed.

4.3 Maintenance Guidelines:

Contractor shall use the most current Exhibit "D" - Har-Tru HydroCourt Maintenance Manual, as amended from time to time.

4.4 Written Maintenance Checklists:

Contractor shall submit comprehensive written Maintenance Checklists to the City's Representative prior to Contract commencement and sixty (60) days prior to the anniversary date of the Contract for daily, weekly, and monthly maintenance activities (as required by Exhibit "E" – Maintenance Checklists) for the Courts in accordance with United States Tennis Association (USTA) standards, best practices in the tennis industry, and all local, State and Federal laws and requirements and as further described in the Contract. The written Maintenance Checklists shall be updated annually by the Contractor and approved by City's Representative. Contractor shall complete the daily and weekly checklists, initial completion, and submit the checklists to the City's Representative, as mutually agreed upon by Contractor and City Representative. Contractor shall complete the monthly checklist, initial completion, and submit to the City's Representative no later than the 20th of the following month.

4.5 Daily Maintenance:

4.5.1 Contractor shall perform the following maintenance services, at a minimum, at least daily:

- Inspect Courts to determine playability prior to 7:15 a.m.
- Walk through and inspect all Courts, nets, windscreens, court irrigation systems.
- Report any maintenance problems daily to the City's Representative.

4.5.2 Contractor shall perform the following maintenance services at least twice daily, including once during non-peak daytime hours and once either after or before public operational hours (variance from established time permitted due to weather conditions, volume of play or as approved by the City's Representative):

- Rake/sweep all Clay Courts with the Serv-Ace. This task must be done in alternate directions each time, north to south and east to west.
- Clean all Clay Court lines with tennis court line broom after raking has been done.
- Check Clay Courts for high lines; tack down properly.

- Blow off and /or sweep clay off paver stones in and surrounding court shelters.
- Blow leaves and hard debris off Courts.
- Empty trash from on-court trash cans at time of court maintenance, all trash to be placed in dumpster.
- Hose down Serv-Ace's tires and rollers to remove clay.
- Check for unsafe dry/wet areas; adjust stacks to address issue.
- Check nets, center straps and anchors. Wipe dirt and mildew off of white top, check height and adjust. Check nets for holes and repair and/or replace.
- Clean and refill all shoe cleaners.
- Clean tennis maintenance equipment after use.
- Hand pull any weeds on Courts including the interior perimeter of the court fencing.
- Repair loose fence end caps.
- Secure windscreens to fence line.
- Replace fasteners that are broken or worn out.
- Inspect Courts for algae; scarify and bleach as needed.

4.6 Weekly Maintenance:

Contractor shall perform the following maintenance services, at a minimum, at least weekly:

- Lute/scarify excess clay next to nets and around edges of Courts; all trash shall be placed in dumpster.
- Wash all Tidy Courts and court trays.
- Check and fill water, if necessary, in batteries of Serv-Ace.
- Clean and organize all storage sheds being used by Contractor.
- Agitate every court and spray with algaecide and bleach.
- Check water level in irrigation boxes.
- Roll Courts.
- Patch depressions or low areas by running a string line over the Court to highlight low areas. Scarify the low area. Spread new clay court material into the low area. Level clay with a straight-edge. Hand water the patch with a hose and roll the low area.
- Clean out all drain lines on Courts.

4.7 Maintenance as Needed:

Contractor shall perform the following maintenance services, at a minimum, as necessary to maintain the excellent condition of the Courts:

- Pressure wash Hard Courts at least once per quarter.
- Remove standing water from Hard Courts.
- Replace worn Clay Court lines, nets and windscreens.
- Add HydroBlend clay to playing surface of Courts - 4 bags per month.
- Courts should be maintained at a compacted depth of 1" to 1 ¼" of HydroBlend.

- Roll the entire court top-dressing until it is firm and playable. Roll line tapes if they start to get high in relation to the surrounding surface. (Twice a month).
- Agitate and scarify hard areas on the Court perimeter, around the net posts and along the net line.
- Clean net tapes (monthly).

City Representative may, in their sole determination, waive an occurrence or recommend a new service interval for the above-listed maintenance services.

4.7.1 Hurricane Preparation

At the City Representative's direction, hurricane preparedness activities will take place before an impending storm. The below items shall be completed by Contractor adhering to a deadline provided by City's Representative prior to a weather incident.

- Windscreens must be removed or rolled to the middle (both from the bottom and from the top) of the fence and secured to the fence on each Court.
- All amenities located on the playing surface such trash cans, benches, tables and other loose items shall be put away in a secure location.
- Court nets shall be removed or lowered.
- Court maintenance equipment shall be put away in a secure location.

4.8 City Procurement Responsibilities:

City shall procure all items and services for facility maintenance including but not limited to: repair of Clay Court underground irrigation system including needed materials, resurfacing Hard Courts, repairing light fixtures, replacing full tennis court lines, purchasing windscreens, clay, nets, center straps, anchors, materials for repairs of damaged tennis court lines, nails, insect and weed sprays, chlorine and other cleaning materials, court valet sets, scorekeepers, shoe cleaners, nets, as well as capital improvements and required replacement furniture and equipment for the Sunrise Tennis Center.

4.9 City Cleaning and Maintenance Responsibilities:

City shall provide City staff to clean and maintain all areas of the Sunrise Tennis Club facility and surrounding areas including parking lots, sidewalks, restrooms, Pro Shop, concession, locker rooms, lobby, City offices and the floor of Contractor's office (excluding all other areas of Contractor's office).

4.10 City Landscaping Responsibilities:

City shall provide landscaping and grounds maintenance (outside of the Courts) to include: fertilization, irrigation repairs and maintenance, replanting, cutting, mowing, periodic tree pruning and trimming, weed control, mulching, string trimming and edging.

4.11 City Responsibilities for Court Maintenance

City's Representative shall be responsible for repairs to the underground irrigation system and laser grade Clay Courts; and resurfacing all Courts.

4.12 Maintenance Inspections:

City's Representative and Contractor shall conduct a joint monthly maintenance inspection of the Courts. This meeting shall take place on a set day and time that is mutually agreed upon by both parties.

5. Pro Shop, Concession, and Office:

5.1 City Pro Shop Operation:

City personnel shall operate and stock the Pro Shop, concession and front desk at City Representative's discretion. All prices for Pro Shop and concession items will be determined solely by the City's Representative.

5.2 Contractor Pro Shop Items:

City's Representative shall provide space within the Pro Shop for Contractor to offer resale or rental items (equipment, supplies and apparel), which shall be offered for sale to the public at competitive prices comparable with the prices charged for equipment, supplies, and apparel at other public tennis centers in the area. Contractor shall provide Exhibit "F" – Pro Shop Items, a written list of resale and rental items available in the Pro Shop to be available in the Pro Shop, for City Representative's approval prior to Contract commencement and provide annual updates sixty (60) days prior to the anniversary date of the Contract.

5.3 Racquet Stringing:

City's Representative shall provide a mutually agreed upon area in the Pro Shop or clubhouse for the Contractor to offer racquet stringing, if requested.

5.4 Contractor Office:

City shall provide an office area for Contractor. Contractor shall be responsible to provide its own office equipment and supplies at Contractor's expense. City shall provide phone, utilities and free City public Wi-Fi for Contractor's use or Contractor can provide its own internet service at Contractor's expense. Cable television will be provided at the expense of the City in the common areas of the Clubhouse.

6. Record Keeping and Reporting:

6.1 Monthly Reporting:

Contractor shall submit a Monthly Reporting Checklist (Exhibit "G") of all operations including court conditions, programming, marketing and invoicing to the City's Representative in a format approved by the City's Representative, including receipts and back-up documentation no later than the 20th of the following month. The Monthly Reporting Checklist will be used by the City's Representative to ensure all contractual obligations, including staffing requirements, are being met by Contractor.

6.2 Access and Audits:

Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's expenses, staffing, cost of personnel, cost of goods and use of funds. Such accounting system shall include any and all records and documents to justify all prices for all items invoiced as well as charges, expenses and costs incurred as related to the operation and marketing of the facility. Contractor shall maintain such books, records, subcontract(s), financial operations, and documents as required to comply with this section for at least three (3) years after the completion of this Contract. City shall have access to such records for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business or other City-owned location as mutually agreed upon.

6.3 Monthly Meeting:

Contractor shall meet with the City's Representative at least once a month and at such other times as may be required by the City regarding Contractor's performance under the resulting Contract and to discuss any problems or other matters as determined by the City's Representative. City's Representative shall coordinate these meetings.

7. City Budget:

7.1 City Budget Authority:

City shall have full authority and control over the Sunrise Tennis Club annual budget, including amendments thereto.

7.2 Contractor Recommendations:

City's Representative shall consult with Contractor prior to the budget process and at any other appropriate time to determine whether any equipment is appropriate for replacement, and to develop an operating budget for inclusion in the City's annual budget. However, procurement of replacement equipment shall be at the sole and exclusive option of the City, and the City's decision not to replace or add equipment shall not relieve the Contractor of its responsibility to properly maintain existing equipment and tennis Courts as required by this Contract.

7.3 Contractor's Budget:

Contractor shall provide the City's Representative prior to Contract commencement and sixty (60) days prior to the anniversary date of the Contract, a line item budget of anticipated expenses to be incurred by the Contractor during the upcoming Contract year, including a detailed description of the basis for each line item. The intent of this requirement is to enable the City to assess the Contractor's commitment of resources to this Contract in comparison to the contractually required commitment of resources, including the Staffing Plan.

7.4 Utilities:

City shall provide and pay for utility services including electric, water, waste water, storm water, gas, cable, and local telephone service.

7.5 Equipment and Capital Improvements:

City shall provide required capital improvements and required replacement of equipment, furnishings, and fixtures for the Sunrise Tennis Center. These improvements are at the sole discretion and expense of the City.

8. City Property:

Contractor shall not remove any City assets from the Sunrise Tennis Club without prior written approval of the City's Representative.

Contractor shall exercise reasonable care in the custody of all buildings and property of the City placed in its hands in connection with this Contract and shall set up such rules and regulations as are necessary for the personnel under its direction to ensure a minimum of wear, tear, breakage and depreciation of all City property. Contractor shall provide necessary personnel to ensure that program participants obey all facility rules and regulations as set by the City and posted by the City.

9. Sponsorship:

The City reserves the right to approve all sponsors for any activities, tournaments, or events held at the Sunrise Tennis Club in accordance with Section 2-373 of the Sunrise City Code. This includes all signs, banners, and marketing material displayed at the Sunrise Tennis Club. A written sponsorship proposal must be submitted for approval by City Manager or designee. This proposal must include all proposed terms for both Contractor and Sponsor, which must be approved by the City Manager or designee.

10. Compensation:

10.1 Tennis Services:

Contractor's total compensation for instruction, leagues, programs, tournaments and camps, shall be ninety percent (90%) of total fees and City shall receive ten percent (10%).

10.2 Sponsored Memberships:

Contractor may offer sponsored memberships for up to four child participants. Contractor's total compensation for instruction and camps for these participants shall be one hundred percent (100%) of total fees and City shall receive zero percent (0%). The names of the participants shall be shared, in writing, with the City's Representative on a monthly basis and noted at the time of each payment.

10.3 Retail and Concession Sales:

City shall retain one hundred percent (100%) of the sales for all retail merchandise purchased by the City and all food concession sales. In the event the Contractor provides any merchandise for resale or rental, the City will retain ten percent (10%) and the Contractor will be compensated ninety percent (90%). In the event the Contractor provides racquet stringing services, the City will retain ten percent (10%) and the Contractor will be compensated ninety percent (90%).

10.4 Memberships:

City shall receive one hundred percent (100%) of the proceeds for all memberships and non-member/guest court fees. The City's Representative may authorize complimentary guest court fee in writing for tennis professionals with a Women's Tennis Association (WTA) or an ATP ranking. The City Manager may authorize complimentary memberships in writing at the Sunrise Tennis Club for any public purpose, including marketing, economic development, intergovernmental relations, and employee incentives.

10.5 Maintenance Fee:

City agrees to compensate the Contractor a monthly sum of \$9,500.00 for Tennis Court Maintenance Services as described in this Scope of Services, beginning on the 15th of the month following Contract execution. Tennis Court Maintenance Services shall begin on the effective date of the Contract and shall continue through the term of the Contract. Monthly payment of the Maintenance Fee shall be made to the Contractor within thirty (30) calendar days after receipt of and approval of the invoice submitted by the Contractor to the City's Representative. The City reserves the right to withhold any payment or portion thereof in the event City has to remedy or maintain the Court(s) due to Contractor's failure to properly maintain them or otherwise provide services outlined in this Scope of Services.

Beginning on the first anniversary of the term of the Contract, and all subsequent years thereafter, the monthly Maintenance Fee shall increase based on the latest yearly percentage increase in the All Urban Consumer Price Index (CPI-U), with a maximum annual increase of 3%. The CPI-U used shall be the latest index published and available 45 days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

10.6 Refunds:

City shall process all refund requests from the public and shall consult with the Contractor prior to issuance when request is for service or item provided by the Contractor.

10.7 Sponsorships:

City shall receive 50% of the proceeds for all sponsorships that result in branding being displayed on the Sunrise Tennis Club facilities as approved in Section 9.

For monetary sponsorships which directly offset operating expenses associated with an approved tournament, per Sections 3.3.4 and 3.3.5, City shall not receive any portion. If such

monetary sponsorship exceeds the associated operating expenses, City shall receive 20% of the excess proceeds.

For in-kind sponsorships, such as the donation or discount of equipment, supplies, or services, City shall not receive any portion.

For sponsorships related to work or services performed outside of the Sunrise Tennis Club and/or the scope of this Contract and all Exhibits, City shall not receive any portion.

10.8 Refunds and Payment for Tennis Services:

The City shall collect all monies provided for all programs and services (with the exception of Non-Prize Tournaments and Professional Tournaments as specified in Sections 3.3.4 and 3.3.5) in the Contract and remit payment to Contractor monies received by City, based upon the aforementioned compensation rates, less refunds and any other amounts required to be paid by Contractor under the Contract within thirty (30) calendar days following the end of the month in which the monies were received by the City. Contractor must submit in writing to City any complaints of omissions or discrepancies as to payment within thirty (30) days from City's payment to Contractor and failure to do so results in a waiver and release of Contractor's rights to object to amount of payment received. In the event there are not enough monies collected by City on behalf of Contractor to pay City for refunds (which for purposes of the resulting Contract shall include but not be limited to returned checks, credit card chargebacks, or cancellation of services), the City reserves the right to withhold any Maintenance Fees or portion thereof for monies Contractor owes City. In the event there are not enough funds for the City to offset monies that are due City, Contractor shall make payment to City within ten (10) days of City's written statement to Contractor.

11. Relationships of the Parties:

11.1 Independent Contractor:

Contractor, its coaches, program staff, instructors, employees, subcontractors, volunteers and agents shall be and remain independent contractors and shall not be deemed agents or employees of City with respect to the acts and services performed by and under the terms of the resulting Contract. The Contract shall not in any way be construed to create an employer/employee relationship, a partnership association, joint venture or undertaking between the parties.

11.2 No Benefits:

Neither Contractor nor any of its employees, subcontractors, volunteers and agent shall receive or be entitled to any benefits afforded to City employees.

11.3 Taxes and Other Employment Levies:

City shall not be responsible for reporting or paying to Contractor employment taxes or other similar levies which may be required by federal or state law: Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law.

11.4 Control of Work:

Contractor shall control the manner, means and procedures used in providing the services set out in this Contract.

11.5 Duty to Use Reasonable Care for Accident Prevention:

Contractor shall exercise reasonable care and precaution at all times for the protection of persons and property at the premises provided under the contract.

11.6 Incident Reporting:

Contractor shall immediately report (within 4 hours) in writing, using Exhibit "H" – Incident Report Form, to the City's Risk Manager and to the City's Representative, any incident involving program participants, which might reasonably be expected to result in any claim under any of the coverages mentioned herein. The Contractor agrees to cooperate with the City's Representative in promptly releasing reasonable information periodically as to the disposition of any claims, including a history of claims experience relating to all Contractor's operations.

11.7 Third Party Beneficiaries:

Neither party intends to directly or substantially benefit a third party by the Contract. Therefore, the parties acknowledge that there are no third party beneficiaries to the Contract and that no third party shall be entitled to assert a right or claim against either of them based upon the Contract.

12. License Fees and Royalties:

Contractor shall pay all license fees and royalties and assume all costs arising out of or from the use of any invention, design, process, product or device which is the subject of patents rights of copyrights held by others and used in the performance of the work which is the subject of the resulting, except those items specifically provided by the City.

13. Warranties:

Contractor warrants to City that it shall comply with all applicable federal, state, and local laws, regulations and orders in carrying out its obligations under the Contract. Contractor warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.

14. Safety:

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Scope of Work. The Contractor shall comply with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and their amendments.

15. Maintenance of Premises:

Contractor shall maintain the Courts, storage areas and allocated office space free from accumulation of trash caused by the provision of the services set forth in this Contract. Contractor shall place all trash in trash cans or dumpster at least twice per day (City shall empty trash cans) and remove all equipment and materials and return the space to a condition suitable for use by City.

16. Failure to Maintain:

Any inspection of the premises performed by the City's Representative shall contain an "acceptable," "needs improvement," or "unacceptable" rating of the Sunrise Tennis Club maintenance components and of the Contractor's overall performance. If the inspection contains an overall rating of "needs improvement" or "unacceptable," the City's Representative and the Contractor shall meet within one (1) week after the Contractor receives the inspection results, to discuss the corrective actions needed by Contractor in response to the inspection and the time frame for completion of such corrective actions. Upon the parties reaching agreement on the corrective actions and time schedule, the Contractor shall take such actions and shall notify City when completed.

In the event Contractor fails to properly address the corrective actions required to satisfactorily maintain the tennis Courts, City may provide Contractor with a written notice, describing the deficiency. If Contractor fails to complete the required maintenance within five (5) calendar days of receipt of City's Notice, then City shall have the right to perform the corrective actions required at one hundred percent (100%) the Contractor's expense. The City may offset any Maintenance Fee payments made to or to be made as set forth in Sections 10.5 and 10.8 above. In the event there are no monies available under Section 11.8, Contractor shall be obligated to pay City within ten (10) days' notice of amounts due for such maintenance performed by the City.

17. Advertisements and Marketing:

Contractor shall provide a written Marketing Plan (Exhibit "I") for all tennis-related activities for City Representative's approval prior to Contract commencement and provide annual updates sixty (60) days prior to the anniversary date of the Contract. This shall include, at a minimum, community outreach to all Sunrise schools, Meet and Greets, and City-sponsored special events, etc.

Requests for signs or advertisements shall be directed to the City's Representative who will work with the Director of the City's Community Development Department in obtaining any necessary approvals for such signs or advertisements. Posters and/or flyers advertising any services under this Contract shall be approved in advance, in writing by the Department Director or designee.

Contractor and its personnel shall not distribute literature of any kind during Sunrise Tennis Club events unless prior approval is obtained from the City's Representative. The Contractor shall render service to the public in a dignified manner. The Contractor shall use no pressure or coercion in an attempt to influence the public to use the Sunrise Tennis Club or any of the Contractor's services.

18. City's Right to Use Sunrise Tennis Club:

The City reserves the right to use the Sunrise Tennis Club for special group activities, or other necessary activities or functions, upon the giving of reasonable notice to Contractor.

19. Non-Exclusivity:

This Contract is considered a non-exclusive Contract between the parties. The City shall have the right to purchase the same kind of services to be provided by Contractor from other sources during the term of this Contract.

20. Contractor's Commitment of Resources:

The City and Contractor agree that the Maintenance Fee paid to the Contractor obligates the Contractor to provide the level of services, staffing, supplies, and equipment listed in this Contract, which is required professionally and in the best interest of the City. Although nothing in this Contract is intended to limit or reduce the Contractor's obligations, the parties agree that the Maintenance Fee anticipates that the Contractor shall commit resources that minimally meet or exceed the Contract standards, including the number of Contractor employee hours dedicated to the Sunrise Tennis Club. In addition to the monthly maintenance meeting between the Contractor and the City's Representative, the monthly report reviewed by the City's Representative will ensure that expectations are met, based upon the requirements of the Contract. In the event that Contractor's efforts do not meet expectations, the parties shall meet to discuss the appropriate remedies and/or the City may move to terminate this Contract for cause.

21. City Waiver:

City shall require members and non-membership/guests complete City's Waiver, Release of Liability, and Indemnification for Adults and Minors ("Release") attached as Exhibit "J".

EXHIBIT "B"

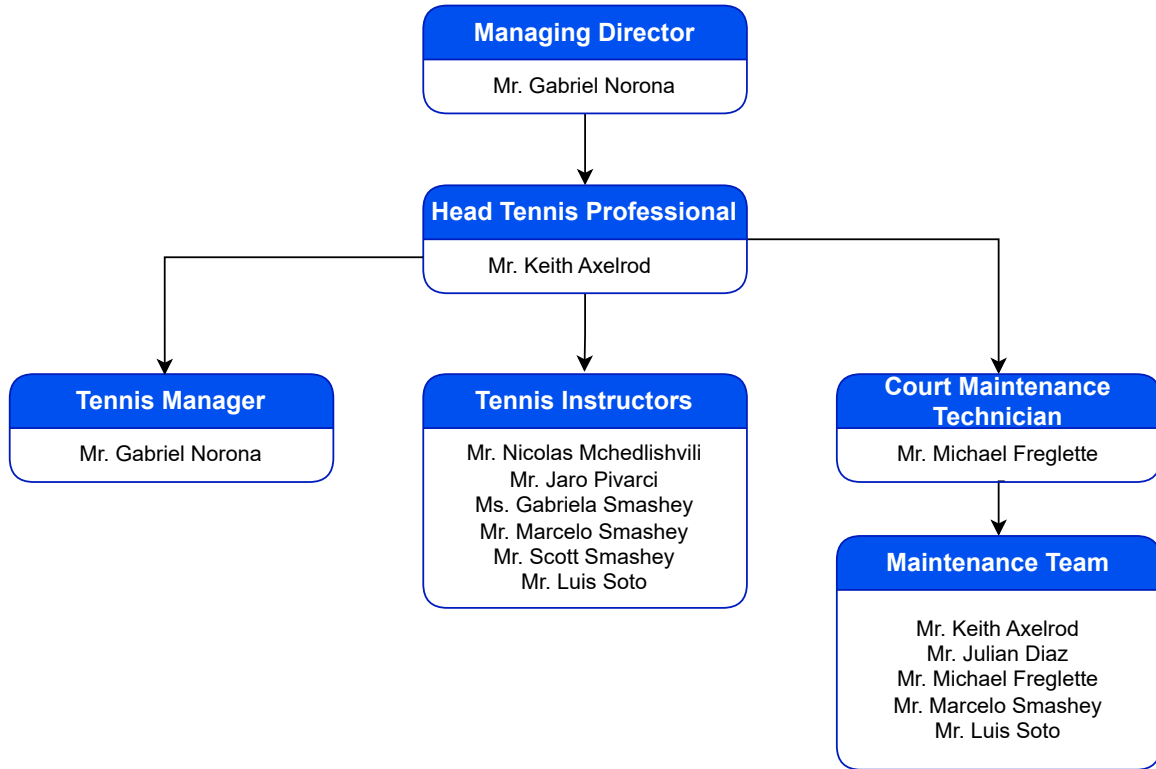


EXHIBIT "C"
TENNIS ENTERPRISES, LLC
PROGRAMS LIST

Instruction/Lessons

Programs	Ages	Prices	Notes
Super Saturday (All Levels)	4yrs - 11yrs	\$20 a day/\$60 for 4 classes	1 hour
Super Saturday Plus	4yrs - 7yrs	Free to Sunrise residents	3rd Saturday each month, 1 hour
Mini Grinders (Green Dot)	4yrs - 11yrs	\$45 day/\$465 4 weeks	2 hours
Beginner Orange Ball	4 yrs-10 yrs	\$22 day/\$160 4 weeks	1 hour
Red Ball Rockers (Red Ball)	4yrs - 7yrs	\$22 day/\$160 4 weeks	1 hour
Beginner/Intermediate Junior Program	12yrs - 17yrs	Resident \$160; Non-resident \$180x 4 weeks: 2 days a week	2 days a week, 1 hour
High Performance Half Day	try out	\$65 day/\$220 weekly/ \$805 4 weeks	3 hours per day
High Performance Full Day	try out	\$95 day/\$300 weekly/ \$1,150 4 weeks	5 hours per day
High Performance Half Day Sibling Discount (applies to all siblings after the first at full price)	try out	\$400 4 weeks	3 hours per day
High Performance Full Day Sibling Discount (applies to all siblings after the first at full price)	try out	\$575 4 weeks	5 hours per day
Private lessons half hour	All ages	Range 1 class\$30-\$45/5 classes \$138	1/2 hour
Private lessons 1 hr	All ages	Range \$65-85 per class	1 hour
Hitting lessons 1 hr	All ages	Range \$55-70 per class	1 hour
Professional Tour Class	try out	\$75	1/2 hour
Professional Tour Group Class	try out	\$50	1 hour
Professional Tour Class	try out	\$150	1 hour

Adult Clinics

Tennis League Clinic	18+	Range \$25-\$35 per class	
Adult Round Robin	18+	Range \$20-\$40 per event	2 hours
Adult Beginner- entry level only	18+	20 daily of \$60 for 4 weeks	1 hour
Adult Beginner hour and half	18+	1 X \$25 / 4X \$85 / 8X \$140	1 1/2 hours
Beginner/Intermediate	18+	1 X \$25 / 4X \$85 / 8X \$140	1 1/2 hours
Intermediate Drill and Play	18+	1 X \$25 / 4X \$85 / 8X \$140	1 1/2 hours
Advanced Drill and Play	18+	1 X \$25 / 4X \$85 / 8X \$140	1 1/2 hours
Cardio Tennis	18+	1 X \$25 / 4X \$85	1 1/2 hours
Ladies Drill	18+	\$25 - 40 per class	1 hour - 1 1/2 hours

Recreational Camps

Summer Camp (35)	16 & Under	\$65 day/\$220 weekly/ \$805 4 weeks	3 hours per day
Spring Break Camp	16 & Under	\$65 day/\$220 weekly/ \$805 4 weeks	3 hours per day
Winter Break Camp	16 & Under	\$65 day/\$220 weekly/ \$805 4 weeks	3 hours per day
Holidays	16 & Under	\$65 day/\$220 weekly/ \$805 4 weeks	Specific holidays TBD
10 and under camp full day 8am-3pm	4-10 years	Resident- \$75 daily, \$300 weekly; \$960 4 weeks; Non-resident- \$80 daily, \$320 weekly, \$1,000 4 weeks	6.5 hours per day
10 and under camp 8am-11am	4-11 years	Resident-\$55 daily, \$220 weekly, \$760 4 weeks; Non-resident- \$60 daily, \$240 weekly, \$840 4 weeks	3 hours per day

Community Programs

Community Meet and Greets (Sunrise HOA, Artesia, Sunrise Lakes)	All	FREE	Max 12 per year
Free Junior Beginner Class	4yrs-17yrs	FREE	1 hr
Open House Events	Varies	FREE	Ex: Super Saturday - 2 hrs free
Tennis Appreciation Day (community)	Varies	FREE	1 per year
Tennis Appreciation Day Event with all Sunrise Schools	School Age	FREE	1 per year @ each school

Special Events

Member Party	TBD	1hr free class / doubles RR	Ex: Wimbledon Party
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Tournaments*

Universal Tennis Rating (UTR)	TBD	TBD	
United States Tennis Association (USTA)	TBD	TBD	

* Tournaments are offered for every age and skill level throughout the year. Beginners, starting at the age of 6, continuing through adult.

* Written tournament plan to be submitted for approval by City 4wks in advance

EXHIBIT "D"



Developing Champions

HydroCourt Maintenance Manual

EXHIBIT "D"

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EXHIBIT "D"

1.0 COURT EVALUATION

Evaluate tennis court conditions in terms of preventive maintenance. Identifying and correcting potential problems before the playing season begins. Inspect fencing, curbing, court surfacing and court equipment as described below.

A. FENCING

1. Bottom, Intermediate and Top Rails secured at the proper height above the court surface and evenly parallel around the court.
2. Line, Corner and Terminal Posts are plumb and vertical with End Caps in place and secure.
3. Fencing Fabric evenly stretched and secured to the upright posts. Height of fence bottom approximately $\frac{3}{4}$ " above the court surface.
4. Bottom Tension Wire should be tied to fence bottom with "hog rings" spaced every 24 inches.
5. Gate Frame tension bars, Post Hinges and Latching Devices inspected and secured.
6. Court numbers in place.

B. PERIMETER CURBING

1. Remove obstructions along court perimeter that may affect surface drainage.
2. Remove build-up of surface material from top of curbing.
3. Repair curbing where necessary.

C. COURT SURFACING

1. Check average surface depth in several areas across the court. Identify and correct thin areas and minor grade changes. The following chart illustrates HydroBlend required for reconditioning and maintaining a surface thickness of 1".

<u>Average Depth</u>	<u>Surfacing required per court</u>
1"	2 tons
$\frac{3}{4}$ "	10 tons
$\frac{1}{2}$ "	20 tons
$\frac{1}{4}$ "	30 tons

When average depth equals $\frac{3}{4}$ " to 1 inch, up to 5 tons, in 1 ton applications, can be made each spring and fall until the average depth equals 1 inch. When the average depth equals less than $\frac{1}{2}$ ", a laser lift will provide the most precise method available for resurfacing the HydroCourt.

EXHIBIT "D"

D. COURT EQUIPMENT

<u>Equipment</u>	<u>Condition</u>
Aussie Clean Sweep	
Center Strap Anchors	
Center Strap and Hooks	
Court Numbers	
Court Rake	
Drag Brush	
Line Scrub	
Line Sweepers	
Line Tapes	
Lute Scarifiers	
Nails	
Nets	
Net Posts	
Net Posts Reels	
Roller	
Roller Brushes	
Roller Scrapers	
Tennie Two-Step	
Tidi-Court	
Windscreens	
Fasteners	
Ty-wraps	
Plastic Snaps	

2.0 ACTIVATE HYDROCOURT IRRIGATION SYSTEM

Activating the HydroCourt irrigation system is a two step process; inspection of the main feed lines and inspection of valve boxes.

1. Determine if any breaks exist in the irrigation lines leading to the tennis courts by activating the main supply line while keeping the water control valve boxes to the HydroCourts turned off. If a leak does exist, the water will be forced to the surface in a very short time and a repair can be made.
2. Remove foreign debris from the water control boxes.
3. Secure water control valve box overflow pipes.
4. Reinstall fill-valves in the appropriate boxes.
5. Secure water level stickers in the water control boxes.
6. Inspect and secure water hose connections.
7. If irrigation system is connected to any system that utilizes a water pressure booster pump, ensure that a pressure relief valve is properly installed near the HydroCourt and is in good working order.
8. Water meter readings should be recorded before filling the HydroCourt cells.
9. Ensure each HydroCourt cell drain plug is in place to prevent water from entering the cells during the water control valve box/irrigation system test in the following (3.0).
10. The HydroCourt irrigation system is now ready to be tested.

EXHIBIT "D"

3.0 TEST HYDROCOURT IRRIGATION SYSTEM

1. Turn the water on allowing the water control valve boxes to fill. Watch each float valve carefully to ensure it will shut off when the predetermined water level is reached.
2. Re-adjust fill valves if necessary.
3. Drain each control box by removing the overflow pipe.
4. Re-install the overflow pipe and repeat filling procedure again to ensure that each water control box fill valve works properly.
5. Check all pipe fittings and secure if necessary.
6. Keep each HydroCourt cell drain plug in place to prevent the cells from filling until the court surface has been reconditioned. Reconditioning will be accomplished more efficiently on a surface that is dry; which is explained in detail in the following section (4.0).

4.0 HYDROCOURT SURFACE RECONDITIONING

1. Ensure that the court surface is firm enough to accommodate foot and light equipment traffic before you begin reconditioning.
2. Remove foreign debris such as branches, leaves and weeds from the court surface.
3. Brush and roll court surface until smooth and firm.
4. Lute into piles and remove the "dead material". The "dead material" is loose HydroBlend material that has fallen out of prescribed gradation as a result of wind, water erosion and tennis play. This portion of the surface material will appear lighter in color and are the larger particle sizes of the mixture.
5. Brush surface repeatedly to redistribute remaining HydroBlend.
6. Identify and patch low areas of court surface. Areas immediately behind and in front of the baseline where most of the play takes place may need particular attention. These areas are identified by stretching a mason's line over the court and marking the perimeter of the low areas. New HydroBlend can be applied and leveled with the use of a straight edge that may range from an aluminum extension ladder or the Lute/Drag Brush.
7. Hand lute alley, center, base and service line areas with new HydroBlend to fill old nail holes and level surface prior to top-dressing.
8. Lightly scarify and top-dress the surface uniformly with HydroBlend using the Tru-Flow Spreader. Follow instructions on the HydroBlend bag. Apply no more than 1 ton per application.
9. Immediately begin brushing new top-dressing before moisture migrates up from beneath the existing surface. Court surface may have an amount of moisture that requires immediate brushing after each pass of the top-dressing spreader. Better results are obtained when working with a surface that is as dry as possible during reconditioning, followed by a light overhead watering and then rolling.
10. Remove each HydroCourt cell drain plug and allow the cells to fill with water.
11. Stay off newly resurfaced court until firm. Allow top-dressing to absorb moisture and become firm.
12. Ensure that after a 24 hour period, the water level in the water control valve boxes remains at the pre-determined levels set up in 3.0.
13. Continue smoothing and leveling the fresh surface.
14. Roll in a back in forth method without turning sharply.
15. Continue alternating steps 13 and 14 until the desired firmness is achieved.

EXHIBIT "D"

16. The HydroCourt surface should be in playable condition before proceeding with final tennis court preparation.

5.0 FINAL TENNIS COURT PREPARATIONS

1. Remove net post hole caps or protective covers. Remove foreign debris that may have fallen down into net post holes.
2. Re-install net posts.
3. Hang windscreens. Use s-hooks, ty-wraps, plastic snaps and fasteners where necessary.
4. If necessary, remove any surfacing material from inside net center anchor.
5. Measure for line tape layout. If using more than one measuring tape, ensure both tapes have been compared, side by side, for exact synchronization to ensure accurate layout.
6. Install line tapes. Proper use of a speed-winder chalk-line ensures a clean snap and a straight line to layout line tapes. Follow instructions included with the line tapes. Be sure to leave the nail heads 1/2" above the tape surface. Nailing all the way down to the tape results in "hammer head" depressions, which hold surface material around each nail rendering an unsightly appearance.
7. Roll the nail heads down to the tape surface slowly and carefully. Roller should always travel forward, in a straight line with the direction of the tape and should never make a turn until off the tape surface.
8. Install the tennis net. Attention to details such as correct lacing and the tightness of the net against the net posts makes for a clean fitting net.
9. Measure net and ensure the center strap is straight and not twisted.

6.0 WEED CONTROL

The main objective of herbicide use is to apply the proper chemical in the correct manner to achieve an adequate level of weed control. Weed growth may become a problem on those areas where the least amount of traffic occurs, around the inside perimeters and along the net line.

A basic understanding of herbicides is essential before one makes any decisions involving the purchase, mixing and application of an herbicide. Always contact your local agricultural extension office for the latest regulations and recommendations.

Herbicides used on the tennis court surface fall into 2 general categories, Pre-emergent and Post-emergent.

1. A **Pre-emergent** herbicide provides a measure of weed control by forming a "chemical barrier" that interferes with the germination process of a weed seed. The weed seed actually germinates, absorbs the chemical through the emerging root, and then dies.
2. A **Post-emergent** herbicide provides a measure of weed control if applied properly over the leaf surface. The chemical is absorbed by the leaves and in most cases is trans-located throughout the plant.
3. Post-emergent herbicides are classified as either **SELECTIVE**, meaning that they control only certain weeds or **NON-SELECTIVE**, meaning that they control everything that they are applied to. Roundup is an example of a popular non-selective herbicide.

EXHIBIT "D"

4. A **combination** of both pre-emergent and post-emergent herbicides can be employed to control existing weeds and weeds that have not yet germinated. **However**, only certain herbicides are compatible, meaning they can be safely mixed together. Roundup and Surflan are examples of compatible herbicides.
5. **Always** read and follow instructions on the herbicide label before use. Always consult with your local county extension agent for advice on any weed problem.
6. The **method** of herbicide application is the key to quality control. Maintain constant pressure, agitation and a constant walking pace. Keep the spray nozzle at a constant height above the ground. This method ensures that an **evenly distributed** band width of chemical has been applied correctly.

7.0 DAILY MAINTENANCE

1. Inspect and repair any surface damage. If baseline areas require divot repair, lute run-off and redress as necessary.
2. Remove weed growth or foreign debris from surface.
3. Inspect tapes and nails.
4. Groom the surface with the Court Rake, Aussie Clean Sweep or Drag Brush. The Aussie Clean Sweep serves a dual purpose, as a smoothing/leveling device (with the teeth in the up position), or as a debris remover (with the teeth in the down position).
5. Sweep the line tapes. Ensure that the area beneath the net has been swept.
6. The Line Scrub may be required to remove any surface material that adheres to the line tapes.
7. For courts having gone through the winter months in freezing climates, roll the surface daily for the first two weeks of the playing season. Once the surface is firm, rolling can be done on an "as needed" basis.
8. (Optional) Sweep line tapes after the surface has been rolled for a cleaner looking line tape.
9. Ensure net and center strap are set correctly.
10. Clean benches, coolers, cooler stands, ect. If these items are kept on-court during the season, move them and groom the surface beneath on a regular basis.
11. Wash out the Tennis Two Step on a regular basis.
12. Inspect windscreens.
13. Ensure that the Line Sweeper, Aussie Clean Sweep and Drag Brush are hanging on the fence properly.
14. Run the above ground irrigation system to lightly dampen the court surface if necessary.

8.0 PERIODIC MAINTENANCE

1. Inspect court surface material for any build-up to be removed; particularly along the net-line.
2. Inspect the court surface for weed growth. **Algae Control** is best achieved by following these guidelines:
 - a. Agitate low traffic areas on the tennis court periodically. Use the Court Rake, Lute/Scarifier, or the Lee Tow Scarifier. Do not pull the Tow Scarifier over the line tapes.
 - b. Stay on top of growth problems by regular observation and preventive maintenance practices such as frequent surface agitation.

EXHIBIT "D"

- c. **Consult** your local county agricultural cooperative extension agent prior to purchase and application of any chemicals.
 - d. **Always** read the entire chemical label and follow any safety precautions prior to application.
3. Periodic leveling/smoothing of the court surface may be required, particularly in areas of heavy play. The best time of the day for smoothing the surface is during the afternoon when the surface is drier, just before turning on the watering cycle. Use a regular or Steel Bristle Drag Brush.
 4. Periodic observation of irrigation heads while the irrigation system is running is the best preventive measure to ensure thorough and even water distribution.

9.0 END OF TENNIS SEASON MAINTENANCE

1. Tennis Net: Remove and attach a tag noting any repairs needed.
2. Windscreens: Inspect for needed repairs, label for easy relocation next season. Fold properly for storage in a plastic bag. Wait until the windscreen is dry (afternoon) before removing. Fence maintenance during the "off-season" can be accomplished much easier without the windscreens hanging on the fence.
3. Net Posts: Remove and inspect for repairs.
4. Cover net-post holes to prevent water, surface material and debris from entering during the off season.
5. Remove line tapes and nails. Ensure that all nails have been removed from the court surface.
6. Coolers: Wash inside and out. Repair spouts if necessary.
7. Benches: Wash, repair and paint if necessary.
8. Line Sweepers, Drag Brushes and other accessories: Wash clean, inspect for repairs and hang properly to protect the brush.
9. Roller: Consult owner's manual for proper care and servicing.
10. Aussie Clean Sweep: Wash clean, inspect for repairs and hang to protect the mat.

EXHIBIT "D"

10.0 END OF SEASON HYDROCOURT SURFACE MAINTENANCE FOR FROST AREAS

1. Brush and roll repeatedly to fill in and compact old nail holes.
2. Maintain a regular schedule for brushing and rolling as late as possible into the post season to protect the surface integrity. The schedule may have to be started during the afternoons, after the morning frost has melted off and migrated back into the surface. Maintaining proper moisture levels in the surface profile as late as possible into the post season prevents the surface from drying out and being vulnerable to wind and water erosion.

11.0 WINTERIZING THE HYDROCOURT

1. Turn off the main water supply.
2. Remove overflow pipes in the valve boxes and allow court to drain.
3. Remove the flexible water lines from valve boxes.
4. **Label** and remove fill-valves.
5. Blow or drain remaining water from pressure lines and valves.
6. Cover valve boxes if necessary.
7. Remove debris from inside the valve boxes.
8. Replace the lids on the valve boxes.
9. (Optional) After the court surface is dry, cover the court with plastic to prevent rain and snow from reaching the surface. Covering the surface for the winter greatly reduces the amount of spring reconditioning required to open the court in the spring and prevents the freeze/thaw cycle.

12.0 CONTINUING EDUCATION

Several educational aids are available for staff training; the General Maintenance Outline for Har-Tru Tennis Courts, the Maintenance Video, the Maintenance DVD and other resources. Visit our web-site at <http://www.hartru.com> for additional information. These products are ideal for keeping your staff informed on a regular basis about the most efficient methods of Har-Tru tennis court maintenance.

EXHIBIT "D"

TENNIS COURT MAINTENANCE **BUDGET WORKSHEET**

<u>Inventory</u>	<u>Cost</u>	<u>Needed</u>	<u>Budget</u>
Aussie Clean Sweep			
Benches			
Center Strap Anchor			
Center Strap/Hook			
Coolers & Stands			
Court Layout Cables			
Court Numbers			
Court Rake			
Drag Brushes			
Line Scrub			
Line Sweepers			
Line Tapes			
Lute Scarifier			
Maintenance Video			
Nails			
NDS Drainage			
Nets			
Net Posts & Reels			
Roller			
Roller Cover			
Scarifier			
Spreader			
Sprinkler Heads			
Squeegee			
Tape Stretcher			
Tennie Two-Step			
Tidi-Court			
Windscreens			
Fasteners			
Ty-Wraps			
Plastic Snaps			
Har-Tru			
MAG/Calcium			
Har-Tru Seminar			

TOTAL:

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2019

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Har-Tru
Maintenance Manual

EXHIBIT "D"

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EXHIBIT "D"



Har-Tru Court Maintenance

Har-Tru brand clay courts can give years of great play. Understanding your courts maintenance needs will be key to your courts success.



EXHIBIT "D"

Har-Tru clay court surface is a mixture of several different sizes of stone which are crushed and passes through screens to get the right formulation. A binder or gypsum is added to this mixture to aid in initial court construction. The binder helps the surface set up quickly as water activates this additive and aids in holding the surface together for quicker compaction during construction. The binder or gypsum is only temporary and will dissipate out of the court as rain and watering washes this substance clear. By this time the surfaces natural process of compacting and seating has taken place.

Har-Tru clay court surface changes over time. The courts are built on a slope that is 1" in every 24-30'. This amount of slope allows a balance of water runoff as well as penetration into the surface. When the courts have the right amount of slope, this balance promotes the right amount of surface moisture. The water that is retained makes its way to the base of the court. During the day, through capillary action, moisture stored in the base is drawn up to the surface.

Har-Tru clay court surface is applied at a thickness of 1" during construction, according to ASBA specifications. Over time, the surfaces thickness changes as the surface on the high side of the court migrates to the low side of the court. This is a natural process through rain and watering of the courts. The Har-Tru surface then becomes thinner on the high side of the courts and thicker on the low side of the courts.

Har-Tru clay court surface changes naturally. The natural process of rain, wind and irrigating the courts constantly move the finer particles of surface material from the high side of the courts to the low side of the courts. These finer particles are constantly created as playing and rolling the courts grind down the larger particles making finer ones. An over abundance of finer particles can make the courts surface harder as they tend to compact more.

Har-Tru clay court surfaces need to be reconditioned annually. 1-2 tons of fresh surface material is added to the surface to refresh the surface and eliminate low spots on the court. This process also adds some thickness back to the surface to help replenish surface loss due to surface migration.

Har-Tru clay court surfaces also needs refreshing over longer periods of time. As stone particles breakdown from everyday play and maintenance, the finer particles are washed to the lower side of the court. The high side of the court becomes thinner and the low side of the court becomes thicker, but this thicker surface on the low side is made up of surface material that is not within spec. Water penetration is slower, the surface gets harder and the areas of the court may see some base material or stone screenings heave to the top of the surface as the surface becomes thinner. At this stage of the courts life, it will be necessary to put a surface lift on the court. A lift consists of adding surface material to get the surface back at 1" thick as well as refreshing the court with surface that is back into spec with the right blend of stone particles. A complete 1" lift is done best and most consistently using laser guided equipment. This process should be considered every 10-15 years.

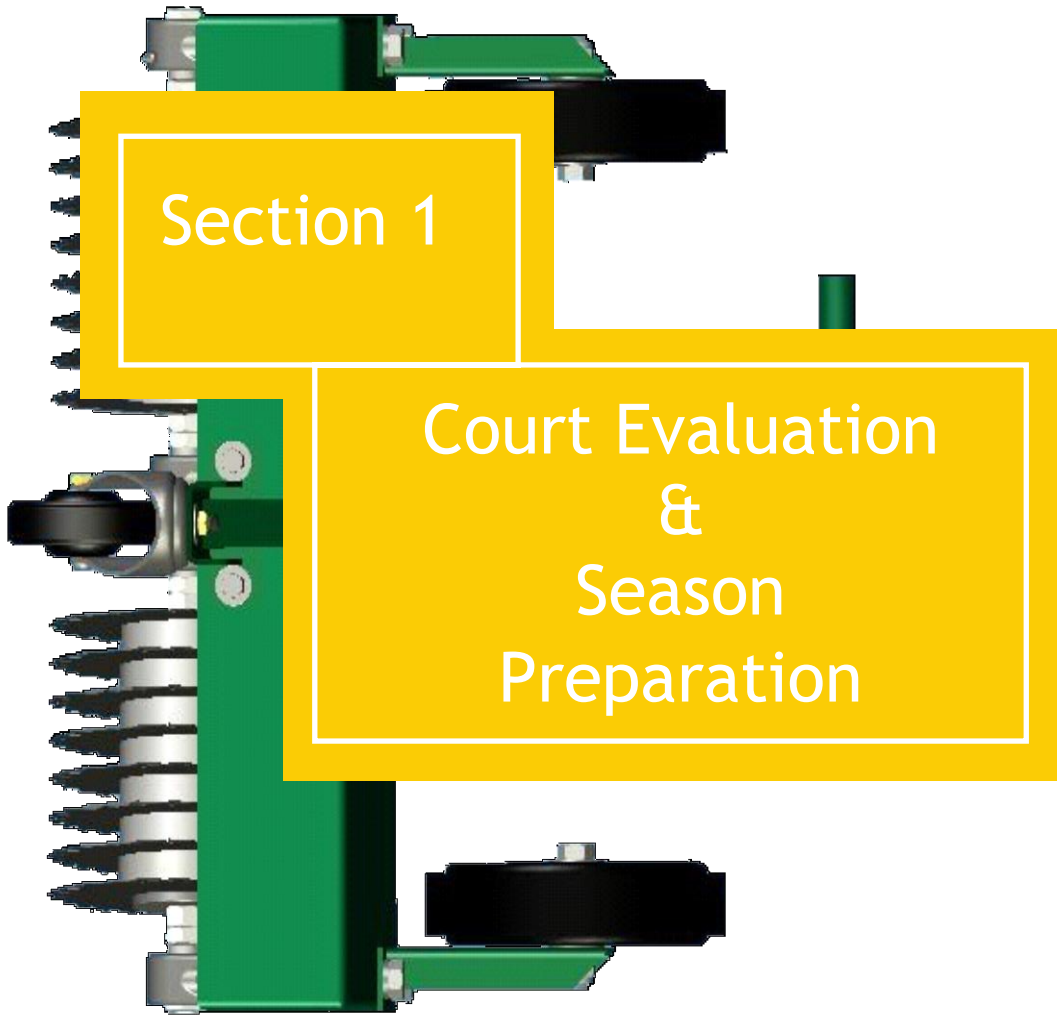


EXHIBIT "D"

Court Evaluation & Season Preparation

Evaluate tennis court conditions in terms of preventative maintenance. Identify and correct potential problems before playing season begins. Inspect all aspects of the court as described in this section.

A. PERIMETER CURBING

1. Inspect obstructions along court perimeter that may affect surface drainage, especially on the low side of the court. Clay courts are built with the surface $\frac{1}{2}$ " higher than the court curbing on the low end of a court with the surface tapered down flush with the top of the curb. This allows for the water to run-off naturally and consistently.
2. Remove build-up of surface material from top of curbing. If surface material has built up higher than the curb on the low end of the court, taper the surface back about 18" and make the surface even with the top of curb. This will allow for proper water run-off to occur.
3. Inspect and repair curbing where necessary. A good curb system is very important to a clay tennis court as it acts as a foundation holding the courts base and surface together. When curbing collapses or becomes weak, the surface is in danger of losing its integrity and may start to erode out.

ASBA Specification : 3.0 Perimeter Edging

An edging of brick or block set in cement mortar, treated wood timber or concrete should be installed around the entire perimeter of the court area. The finished curb elevation should be $\frac{1}{2}$ " below the finished court surface, after compaction, and the court surface should be tapered from approximately 2' out to meet the top of the edging.

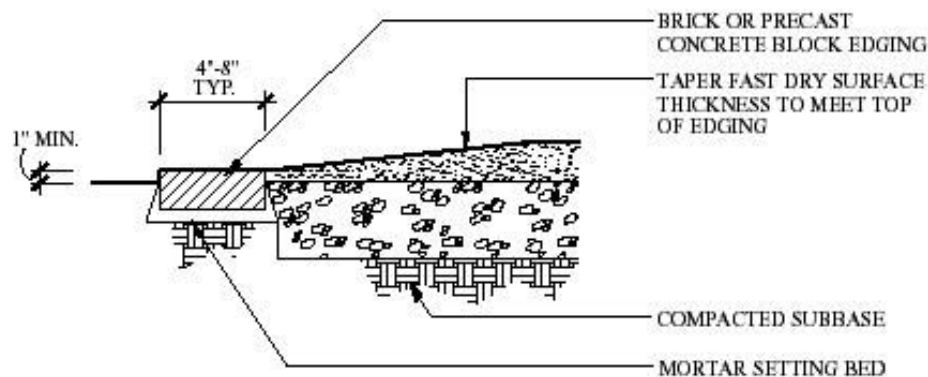


Illustration 1

EXHIBIT "D"

B. COURT SURFACE

Inspect the Har-Tru surface, looking for high and low spots usually found in high traffic areas such as the base line. You can stretch mason's line over the court to find these low spots. Once you have located all of the low spots, you will need to scrape down and patch these areas before top dressing the entire court (Follow step 6 below).

You will also want to check the average surface depth in several areas on the court. The following chart illustrates Har-Tru required for reconditioning and maintaining a surface thickness of 1".

<u>Average Depth</u>	<u>Surfacing Required per Court</u>
1"	2 Tons
¾"	10 Tons
½"	20 Ton Lift
¼"	30 Ton Lift

When the average depth equals ¾" to 1", up to 5 tons, in 1 ton applications can be made each spring and fall until the average depth equals 1". When the average depth equals less than ½", a laser lift will provide the most precise method available for resurfacing a Har-Tru tennis court. A laser lift usually will need to occur around every 10 to 15 years on a clay court.

Once low spots and surface depth have been discovered, proceed with Top-dressing the court. This procedure should take place annually before the playing season. The main objective here is to remove and replace worn and weathered surface material while maintaining the properly established slope of your Har-Tru court. The requirements for quality control will be met when reconditioning is accomplished properly and in the following sequence:

1. Ensure that the court surface is firm enough to accommodate foot and light equipment traffic before beginning reconditioning.
2. Remove foreign debris such as branches, leaves, and weeds from the Har-Tru surface. Use a Lute/Scarifier and a plastic grain shovel.
3. Brush and roll Har-Tru surface until smooth and firm.
4. Lute into piles and remove the "dead material" from the Har-Tru surface. The "dead material" is loose Har-Tru material that has fallen out of gradation as a result of wind, water erosion and tennis play. This portion of the Har-Tru material will appear lighter in color and is the larger particle sizes of the mixture. **See *Illustration 3.***
5. Brush Har-Tru surface repeatedly to re-distribute and re-level the remaining Har-Tru.
6. Identify and patch low areas of court surface. Areas immediately behind and in front of baselines where most play takes place, may need of particular attention. These areas are identified by stretching a mason's line over the court and marking the perimeter of the low areas. New Har-Tru can then be applied and leveled with the straight edge of the Lee Drag Brush/Lute or an aluminum extension ladder.

EXHIBIT "D"

7. Hand lute alley, center, base and service line areas with new Har-Tru dressing to fill old nail holes and level surface prior to topdressing.
8. Topdress court surface uniformly with Har-Tru using the Tru-Flow spreader. Follow instructions on the Har-Tru bag. Apply no more than one ton per application.
9. Immediately begin brushing new Har-Tru topdressing before moisture migrates up from beneath existing surface. Court surface may have an amount of moisture that requires immediate brushing after each pass of the topdressing spreader. Better results are obtained when working with a surface that is as dry as possible during reconditioning, followed by a light overhead watering, a waiting period and then rolling.
10. Water-in new Har-Tru surfacing by hand with a "gentle shower" type nozzle.
11. Stay off newly resurfaced court until firm. Allow Har-Tru topdressing to absorb moisture and become firm.
12. Continue the smoothing and leveling Har-Tru by slowly brushing in two directions making wide turns at the end of each run.
13. Roll in a back and forth method without turning sharply.
14. Continue alternating steps 12 & 13 until the desired results of smoothness and firmness are achieved.
15. Har-Tru surface should be in playable condition before proceeding with final tennis court preparation.

SURFACE MATERIAL CHOICES



Har-Tru Surface Material – Packaged in 50 & 80 lb bags. This product is used on courts with above ground irrigation systems. It has a blend of surface and binder which helps to firm up courts quickly after construction. It can be used to top dress as well as patching.



Har-Tru Coarse Blend – This product is a mixture of larger size particles designed to promote sliding on Har-Tru courts and Sub-irrigated courts. Use this product when more slide is desirable.



HydroBlend Surface Material – This product is used on sub-irrigated courts such as HydroCourts. This surface material has no binder. HydroBlend is also used on ClayTech courts.

EXHIBIT "D"

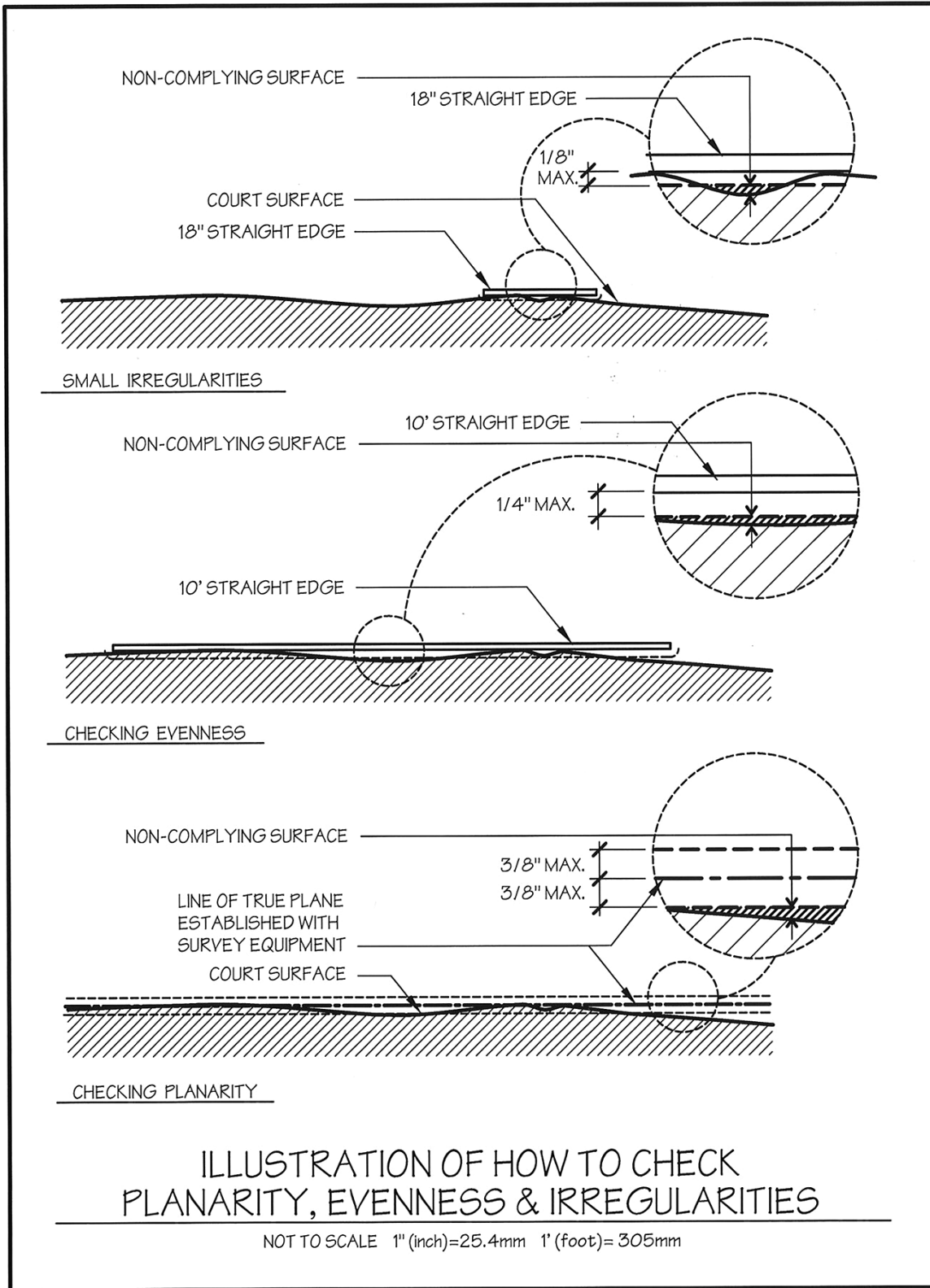


Illustration 2

EXHIBIT "D"

REMOVING LOOSE MATERIAL

Scrape the dead material into ridge rows. Then remove with a flat shovel and wheel barrel or cart.

Note: Do not dig into the surface with the lute. The goal here is to remove the dead material loose on top of surface.

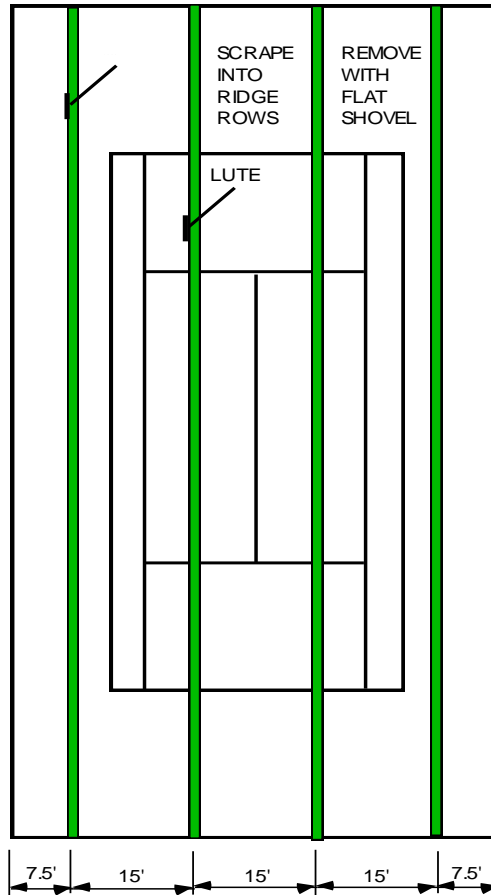


Illustration 3

Periodic
Court
Scraping

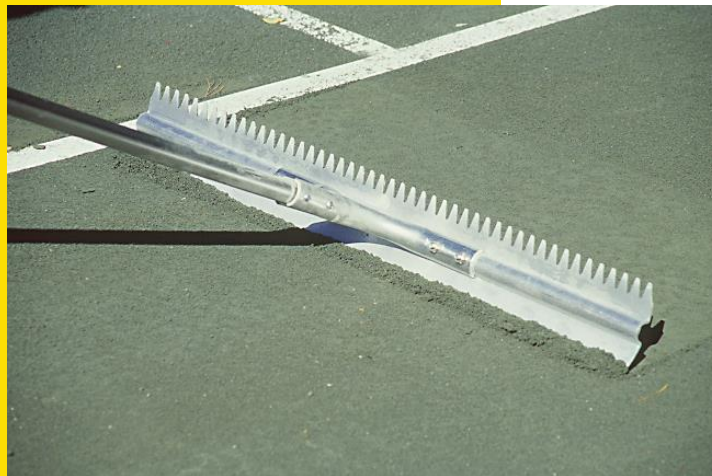


EXHIBIT "D"

PATCHING

Patching divots, holes or areas that no longer bond, will be necessary at times. Follow these procedures for a long lasting solution.

1. Locate and mark out the area in need of patching.
2. Cut out 1" below the surface. Make sure to square up the walls of the hole to ensure that the new surface will not push out.
3. Fill the hole with new surface material to approximately ¼" above the surface grade.
4. Compact the patch area while it is dry with a tamper.
5. Level and scrape off excess material with a hand lute.
6. Water thoroughly but not directly. Water should be applied next to the patch and allowed to roll over it. This will allow the patch to absorb water without being damaged. Allow to set overnight and roll in the morning using a hand roller.

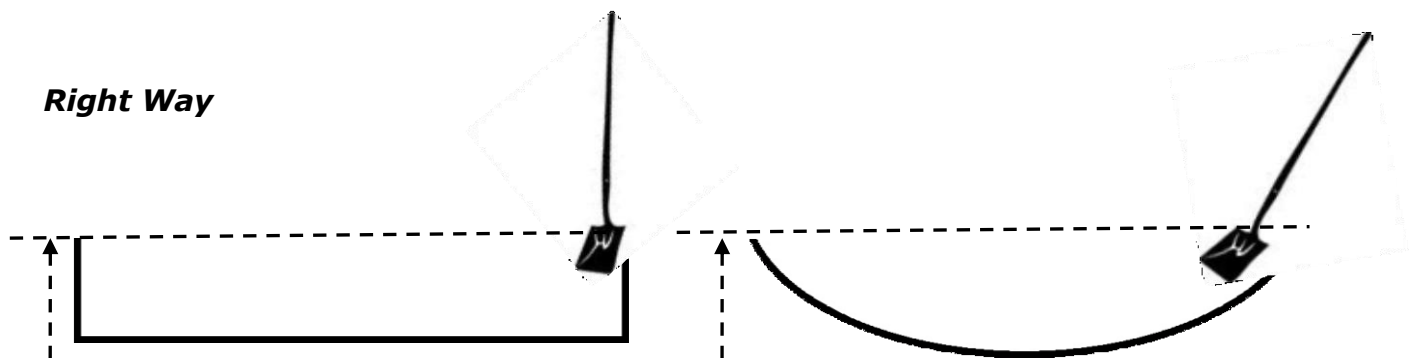


Illustration 4



Step 1



Step 2



Step 3



Step 4

EXHIBIT "D"

C. FENCING

Inspect court fencing and make sure,

1. Bottom, Intermediate and Top Rails are secured at the proper height above the court surface and evenly parallel around the court.
2. Line, Corner and Terminal Posts are plumb and vertical with End Caps in place and secure.
3. Fencing Fabric evenly stretched and secured to the upright posts. Height of fence bottom approximately $\frac{3}{4}$ " above the court surface.
4. Bottom Tension Wire should be tied to fence bottom with "hog rings" spaced every 24 inches.
5. Gate Frame tension bars, Post Hinges and Latching Devices should be inspected and secured.

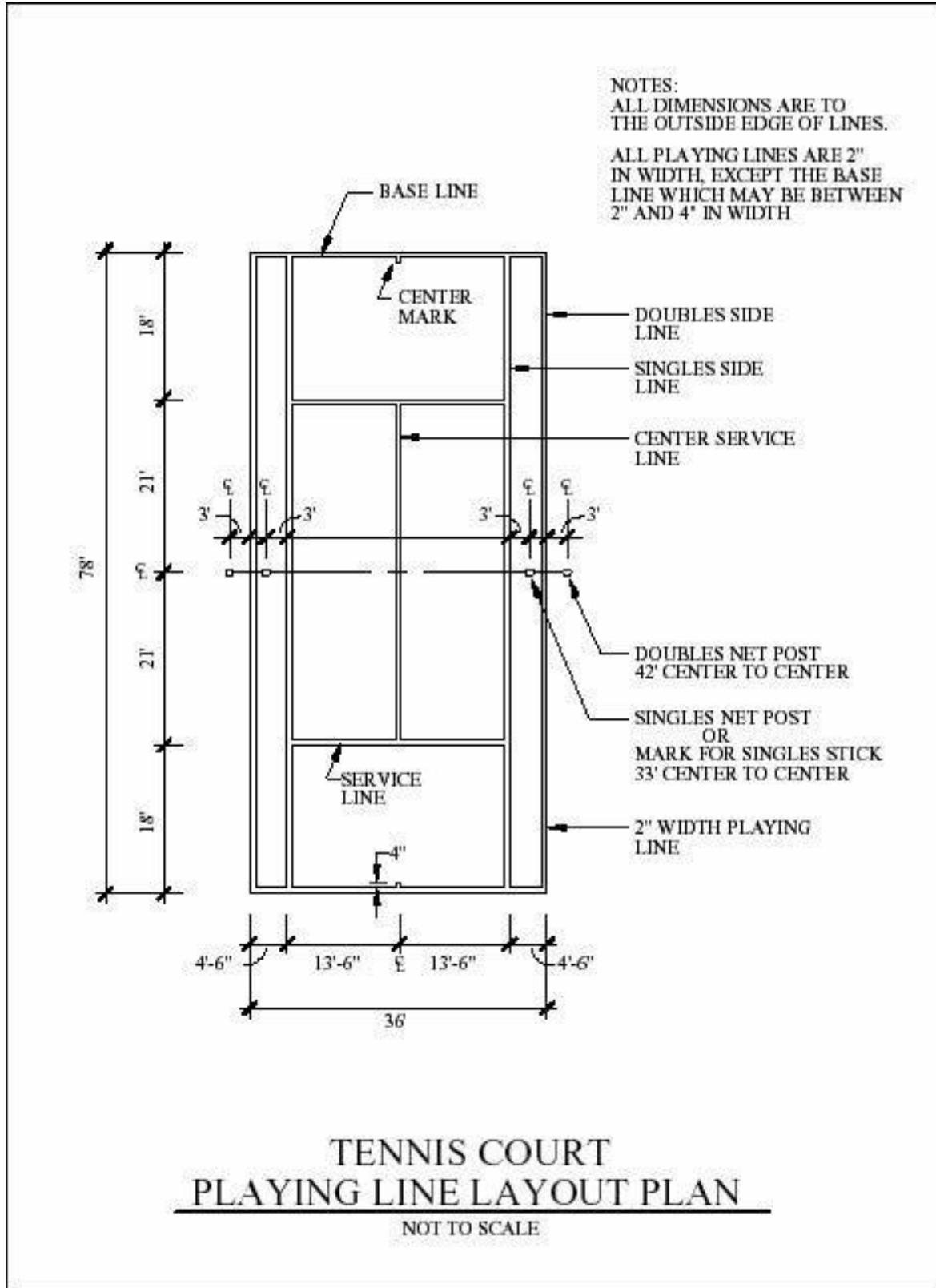
D. COURT LINES

Install new Court Lines after the surface has been top dressed by following these instructions. See Illustration 5.

1. Measure for line tape layout:
 - a. If using more than one measuring tape, ensure both tapes have been compared side by side for synchronization. Improper corner locations will result from use of unsynchronized tapes.
 - b. Har-Tru Line Cables may reduce set-up time by at least 50%.
2. Install line tapes. Proper use of a speed-winder chalk-line ensures a clean snap and a straight line to layout line tapes. Follow the instructions included with tapes. Be sure to leave nail heads $\frac{1}{8}$ " above tape surface. Nailing heads down to the tape results in "hammer-head" depressions, which hold Har-Tru material around each nail rendering an unsightly appearance.
3. Roll nail heads down to tape surface slowly and carefully. Roller should always travel forward, in a straight line with the direction of line tape and should never make a turn until off the tape surface.

Court Line Tapes should be removed each year prior to topdressing and replaced after topdressing is complete. This prevents surface buildup around the lines during the season.

EXHIBIT "D"



2PLINES.AVL.03

Illustration 5

EXHIBIT "D"

E. NET POST & NET INSTALLATION

1. Remove net post foundation hole caps or protective covers. Remove foreign debris that may have fallen down into the net post holes.
2. Re-install net posts.
3. Install tennis net. Attention to details such as correct lacing and the tightness of the net against the net poles makes for a clean fitting net.
4. If necessary, remove Har-Tru material from inside net Center Anchor.
5. Attach the Center Strap around the net and hook into Center Anchor.
6. Adjust the Center Strap to ensure that the net is 36" from surface to top of net.

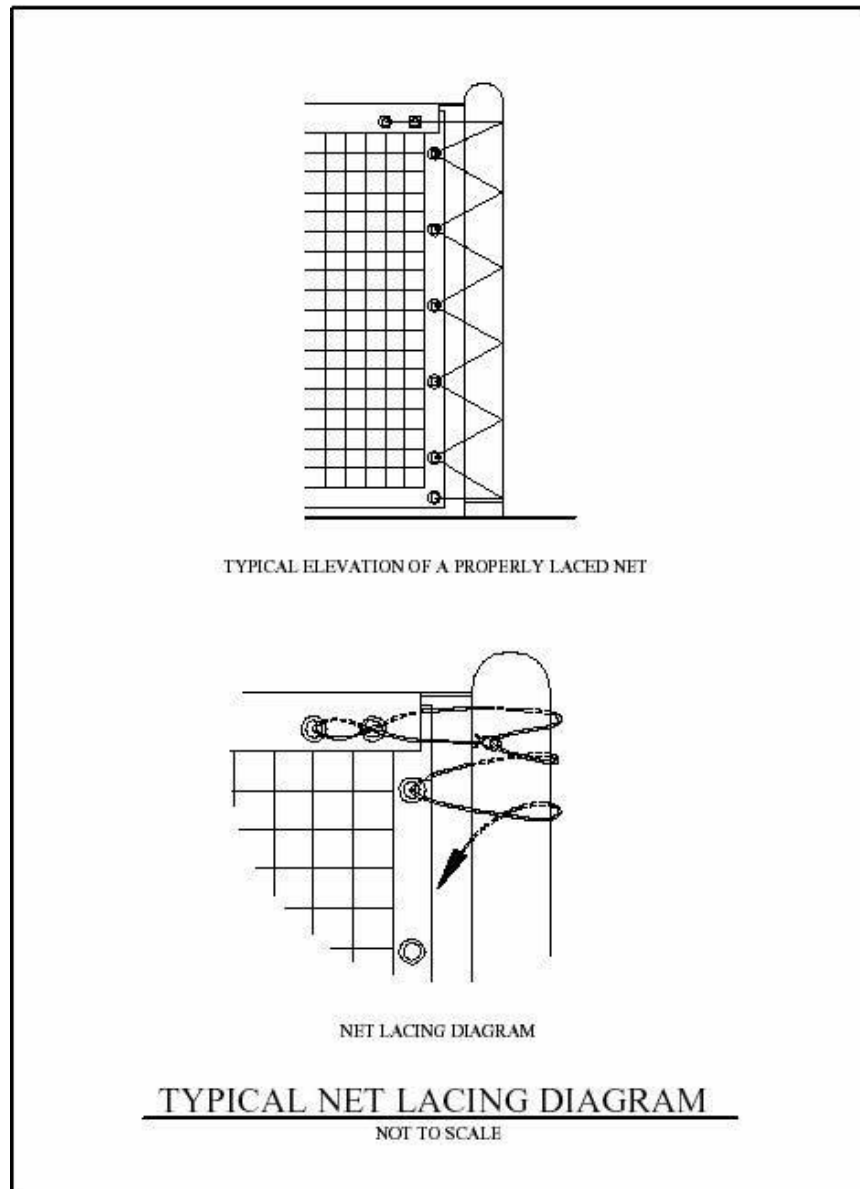
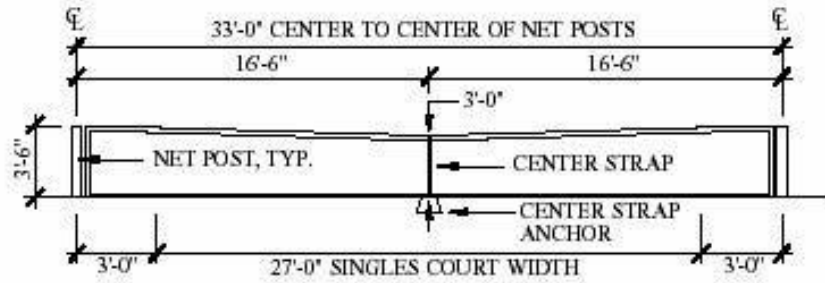


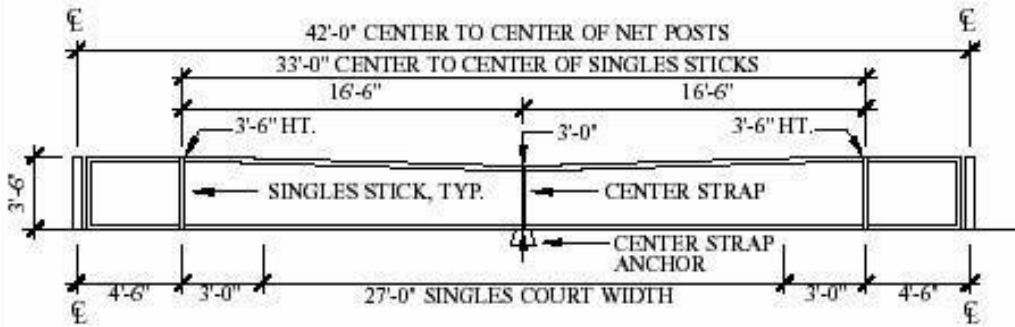
Illustration 6

EXHIBIT "D"

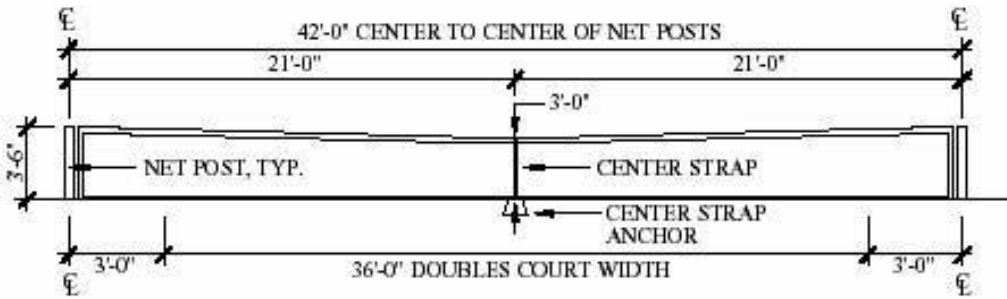
NOTE:
 THE NET SHOULD BE INSTALLED
 WITH A RECOMMENDED TENSION OF
 450 LBS. FOR RECREATIONAL COURTS
 & 550 LBS. FOR PROFESSIONAL COURTS



SINGLES NET



DOUBLES NET W/SINGLES STICKS



DOUBLES NET

TYPICAL TENNIS NET ELEVATIONS

NOT TO SCALE

31NETELEV.AVL.03B

Illustration 8

EXHIBIT "D"

F. WINDSCREEN

Inspect Windscreen for holes and frayed areas. Windscreen can fade and become worn after a few seasons. We recommend to replace windscreen every 3-5 years or as needed due to worn and faded appearance. Use ty-wraps, plastic snaps and fasteners where necessary to attach the Windscreen to the fence.

Note: When replacing and re-ordering Windscreen, make sure to supply the correct measurements needed. Wind screen is usually made-to-order to fit your particular needs.

G. MISCELLANEOUS COURT AMENITIES



Court Seating

Court Seating comes in many forms and styles. Inspecting court seating should be done periodically to provide safe and comfortable court seating.

Court Clock

Having a Clock on court and in view is a great way for players to be aware of time when scheduling is important.



EXHIBIT "D"

H. WATER COOLER MAINTENANCE

Water Coolers should be cleaned and sanitized before the beginning of each day and fresh water re-filled daily. Take special precautions to eliminate bacteria from establishing itself on or in the Water Cooler. See article on Water Cooler Safety below.

PREVENTING BACTERIA IN WATER COOLERS

Each year, clubs across the country incur general liability claims from patrons who become ill from drinking contaminated water on the course. The source of the contamination is usually bacteria growing inside and outside of water coolers. Many times course workers in charge of refilling water coolers do not empty existing water before adding fresh water. The result is diluted chlorine levels inside the cooler. Over time, bacteria will begin to grow and contaminate the water. Once the bacteria begin to grow, simply adding fresh water each day will not eliminate exposure.

The Problem Area

When chlorine levels are low, bacteria will usually start to grow on the spigot outside the cooler because it is exposed to sunlight and stays relatively moist. Once this happens, fresh water coming through the spigot becomes contaminated water.

Risk Management Controls

The good news; it is quite simple to eliminate the bacteria and ensure it doesn't return. Management should develop and implement a policy of emptying existing water in coolers before adding fresh water. Also, a procedure should be developed and implemented requiring employees to disinfect coolers daily during hot summer months. Finally, employees should be performing visual inspections of the spigot to ensure bacteria are **not forming**.

Disinfecting: To be sure bacteria does not develop or to kill existing bacteria, mix a solution of 10% chlorine or household bleach with 90% water and fill spray bottles with the solution. Next, implement the following procedure:

- Empty the remaining water in the cooler
- Spray the inside of the cooler and the outside spigot with the solution
- Allow the solution to act for at least **1** minute
- Thoroughly rinse the cooler
- Refill the cooler with fresh water

Spraying the solution will not leave an overly bad taste or smell. Nevertheless, the cooler should be properly rinsed before adding fresh water.

EXHIBIT "D"



HAR-TRU 101

Top Dressing

Top dressing is the process of adding new material to an existing court. A court is built with 40 tons of Har-Tru, which amounts to a 1" surface. Studying surface loss over time has shown that over the course of a playing season a court loses 1-4 tons of Har-Tru, depending on the environment, the amount of play and the irrigation system. While losing 1/10th of an inch seems fairly innocuous, in just two seasons it is possible to lose 1/4" of your original court. Reducing the depth of your court will cause it to dry out faster and will allow stone from the base layers to start working its way onto the surface, creating bad bounces. And it is vastly simpler to add 1-4 tons a year than it is to add greater amounts as heavy top dressings are difficult to do while maintaining the grade of the court. So top dress annually to lengthen the life of your court.

Steps to Top Dressing

1. Pull up Court Lines and clean court of debris
2. Roll until the court is firm (if necessary)
3. Scrape court and remove excess Har-Tru
4. Thoroughly scrape and clean the edges of the court
5. Scarify and level the court surface
6. Patch low areas
7. Top dress, water and roll
8. Lay Court Lines and roll



Section 2

Irrigation System

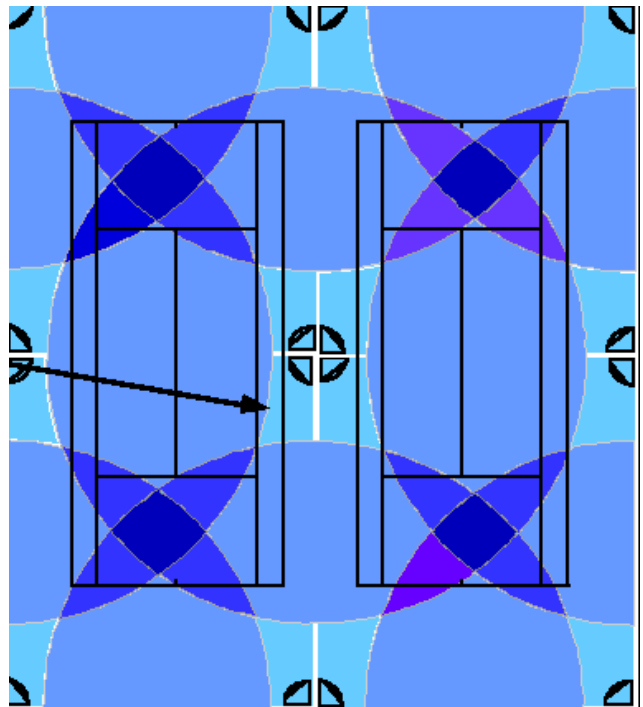
EXHIBIT "D"

WATERING HAR-TRU COURTS

The objective is to water the courts thoroughly and uniformly, saturating the court's surface and base. The ideal amount of water would be for the court to stay moist until the next maintenance period. The ideal time to water the Har-Tru courts is typically between 12:00AM through 3:00AM, determined by observation. Mid-day watering will be necessary during summer months usually for 5-10 minutes.

Best Sprinkler Configuration

A sprinkler system made up of 8 heads is the ideal configuration for delivering a consistent water pattern.



Recommended Sprinkler Heads For Har-Tru Clay Courts

Signature brand:

- # 6005
- # 6503
- # 6505
- # 7500
- # 7503
-

Rainbird brand:

- # 5505S
- # 7005S
- # 8005S
- Falcon F4FC/PCSS
- Falcon F4Fc/PCSSHs

Hunter brand:

- # I2004SS
- # I2504SS
- # I2504SSHs
- # I4004SS
- # I4004SSHs

EXHIBIT "D"

IRRIGATION SYSTEM

Inspect irrigation system equipment.

Equipment

Condition

<u>Equipment</u>	<u>Condition</u>
Controller	
Risers	
Sprinkler Heads	
Valves	
Valve Boxes/Lids	

Activating the irrigation system is a two step process, inspection of main feed lines and inspection of the zone valves and sprinkler heads.

1. Determine if any breaks exist in the irrigation lines leading to the tennis courts by activating the main supply line while keeping the zone control valve to the courts turned off. Ensure that the pressure booster pump is not operating during this process. If a leak does exist, the water will be forced up to the surface in a very short time and a repair can be made.
2. Test and adjust the performance of each sprinkler head.

Note: Make sure to review and adjust each sprinkler head periodically as they do get misaligned. Providing consistent water coverage to the clay courts is very important. Courts that do not receive consistent moisture will dry and the integrity of the courts will fail.

EXHIBIT "D"

Sprinkler Head Placement

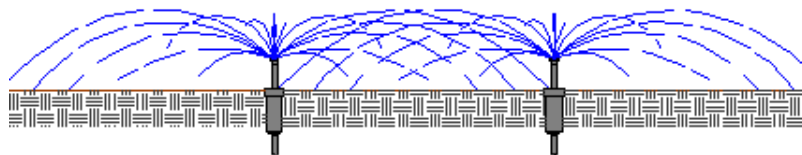
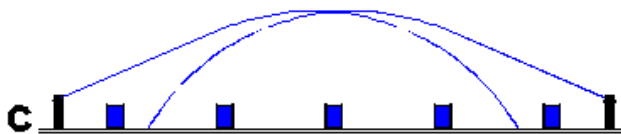
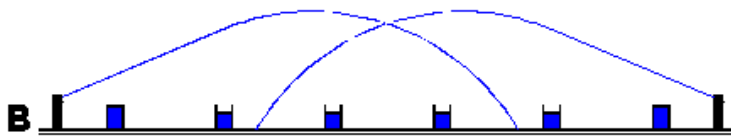
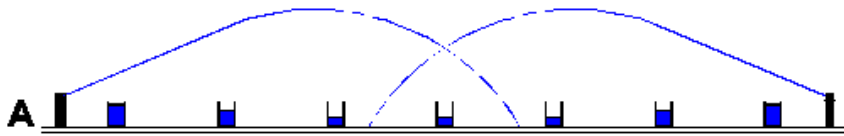
The illustration below shows 3 examples of Sprinkler head coverage.

Example A - Shows the sprinklers streams barely overlapping. Much more water is falling in the cups next to the sprinkler heads but the middle 3 cups are only getting $\frac{1}{2}$ the water of the cups next to the sprinkler heads.

What's wrong with this system? If you watered long enough to get the middle of the courts watered, you would end up with an overabundance of water closer to the sprinkler heads.

Example B - Shows that moving the sprinklers closer together has evened up the amount of water a bit more. However the areas near heads are still getting 25% more water than the other areas.

Example C - Shows almost head-to-head spacing. The cups are almost all uniformly full. This illustration shows that sprinkler head spacing should give you head to head coverage.



"HEAD-TO-HEAD COVERAGE"
THE WATER FROM ONE SPRINKLER
GOES ALL THE WAY TO THE NEXT
SPRINKLER

HAR-TRU 101

Section 3

Chemical Use



EXHIBIT "D"



Application:

Apply 2 bags per court once every 1-2 weeks or as desired. Geographic location will dictate how often to apply this product. Northern states will need to use less than southern states.

Magnesium Chloride is a great way to supplement your courts moisture needs.



Application:

Spray directly on the moss growth, only where needed. Moss Buster kills on contact and is not an inhibitor.

Moss Buster is an all natural product and safe for the environment.



Application:

Introduce Cutrine to the HydroCourt system by pouring into HydroCourt control boxes at a rate of 8 oz. per box. This should be repeated every 4 months.



Application:

Use the Lawn Wheelie to spray Round-Up Pro directly on broadleaf weeds.

EXHIBIT "D"

CHEMICAL USE

Magnesium Chloride

Damp tennis court surfaces provide ideal playing conditions as well as protection from wind erosion on clay. Magnesium Chloride is an excellent tennis court conditioning product that eliminates the need for constant watering of tennis courts or the application of other conditioning chemicals. It's use creates a long lasting damp surface that provides consistent playing conditions.

Calcium Chloride

Calcium Chloride is also a great product to use and the end result is very similar to that of Magnesium Chloride.

Moss Buster

Moss Buster can be used to eliminate existing moss growth on a Har-Tru clay court and is safe for use on sub-irrigated courts as well. Moss Buster desiccates all types of moss and is an all natural product. This product eliminates existing growth but is not a pre-emergent which prevents growth from starting.

Cutrine Algaecide

Cutrine liquid algaecide can be used in sub-irrigated tennis court systems and is introduced in the water control boxes. The application rate is 8 oz. per each water control box per application. Applications should be made every 4 months to prevent algae from establishing itself. The recommendation is for 1 gallon of cutrine per court per year to deliver the best algae control available. This product works best as a preventative.

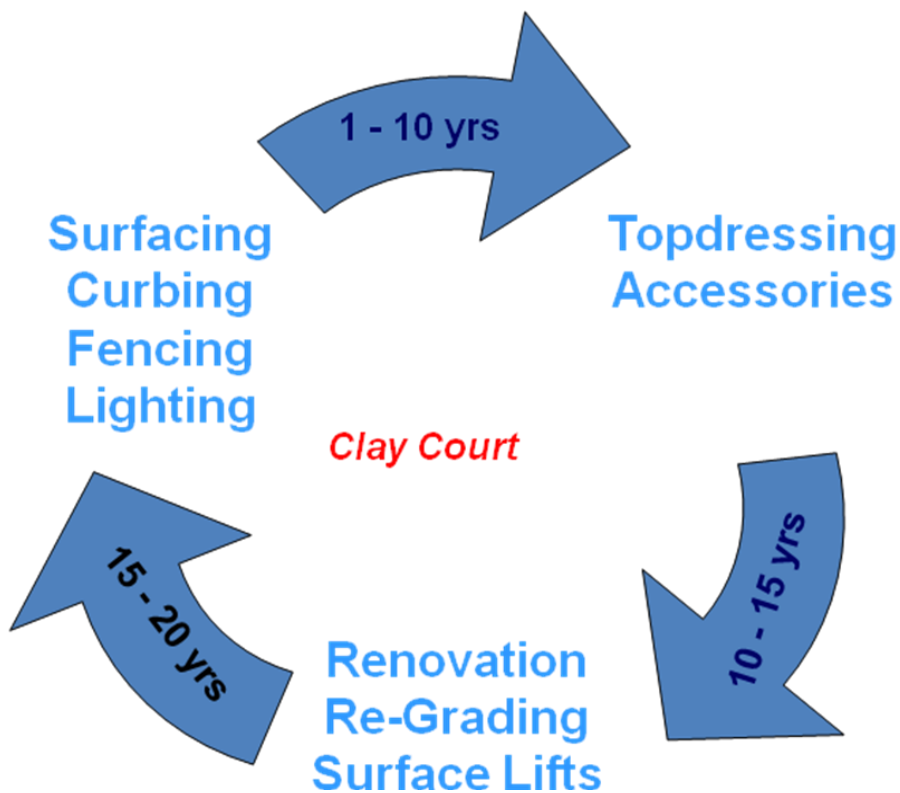
Round-Up Pro

Round-up ProDry herbicide is sold for the control of broadleaf weeds. This product kills weeds on contact and is not considered a pre-emergent. Use the Lawn Wheelie to apply to tennis courts.

EXHIBIT "D"

Har-Tru clay courts go through a cycle. Below is an illustration of this cycle. Knowing what part of the cycle your court is in and following good maintenance procedures will ensure your courts consistent play ability as well as longevity.

COURT LIFE CYCLE



HAR-TRU 101

EXHIBIT "D"

Section 4

Weed Control



EXHIBIT "D"

WEED CONTROL – USING HERBISIDES

The main objective of herbicide use is to apply the proper chemical in a correct manner to achieve an adequate level of weed control. Weed growth may become a problem on those areas of the tennis court where the least amount of traffic occurs, around the inside perimeters and along the net line.

A basic understanding of herbicides is essential before making any decisions involving the purchase, mixing and application of an herbicide. Always contact your local agricultural extension office for the latest regulations and recommendations.

Herbicides fall into 2 general categories: Pre-emergent and Post-emergent.

1. A **Pre-emergent** herbicide provides a measure of weed control by forming a "chemical barrier" that interferes with the germination process of a weed seed. The weed seed actually germinates, absorbs the chemical through the emerging root, and then dies.
2. A **Post-emergent** herbicide provides a measure of weed control if applied properly over the leaf surface. The chemical is absorbed by the leaves and in most cases translocated throughout parts of the plant before the weed dies. Post-emergent herbicides are classified as either **SELECTIVE**, meaning that they control only certain broadleaf weeds, or **NON-SELECTIVE**, meaning that they control everything that they are applied to.
3. A **combination** of both pre-emergent and post-emergent herbicides can be employed to control existing weeds and weeds that have not yet germinated. **However**, only certain herbicides are compatible; meaning they can be safely mixed together. Roundup and Surflan are examples of compatible herbicides.
4. **Always** read and follow the instructions on the herbicide label before use. Always consult with your local county extension agent for advice on any weed problem.
5. The **method** of herbicide application is the key to quality control. Maintain constant pressure, agitation, and a constant walking pace. Keep the spray nozzle at a constant height above the ground. This method ensures that an **evenly distributed** band width of chemical has been applied correctly.

EXHIBIT "D"

WEED CONTROL – NATURALLY

Controlling weeds and other organic growths on a tennis court should be a priority throughout the life of a tennis court. Weeds, algae and moss can damage the courts surface and base and could cause safety hazards on the court.

One of the best and most consistent ways to control weeds, algae and moss growth is surface agitation. Surface agitation should be the first step to preventing these growths. Consistent and daily surface brushing and scarifying will help to prevent and eliminate weed, algae and moss.

If you notice, usually an infestation gets its start around the perimeter of the court or at the net line. These are areas of the court that gets the least amount of brushing and surface agitation during the maintenance process. Always make sure to brush these areas the same as you would the playing areas. Remove the court seating and other obstacles in order to ensure complete court agitation. Remove the net periodically and brush or lute the center of the tennis court periodically to prevent or eliminate growth.

Other causes of infestation could be pulling water from a pond or a water source that is high in algae content. Without a filtering system, algae is being delivered to the courts through the water supply. Gas cutting mowers and even wind can introduce weed seeds & spores to the tennis court. The result of these seeds blowing on the court is usually seen around the fence line where the surface is never agitated.

Include in your daily maintenance regiment, consistent surface agitation around the perimeter of the court as well as under court seating and around the net for a more natural way to combat weed, algae and moss infestations. If an infestation occurs and agitation alone does not eliminate the problem, then consider using a herbicide.

The following is a list of tools used for surface grooming as well as surface agitation:

- Drag Brushes – Daily grooming and light surface agitation.
- Steel Drag Brushes – for more intense grooming and surface agitation.
- Hand Lute Scarifier – Provides surface agitation using a rigid blade with teeth, also has a smooth edge for pulling and gathering loose dead material.
- Court Rake – Designed to loosen and groom the court surface with narrow spring steel teeth.
- Court Devil – Uses saw blades to agitate and scarify the surface.
- Tow Scarifier – 48" wide use for full court scarification.

Note: All tools and scarifying equipment have a limited surface penetration of no more than 1/16" to 1/32". This amount of scarification will not damage the integrity of the courts surface.

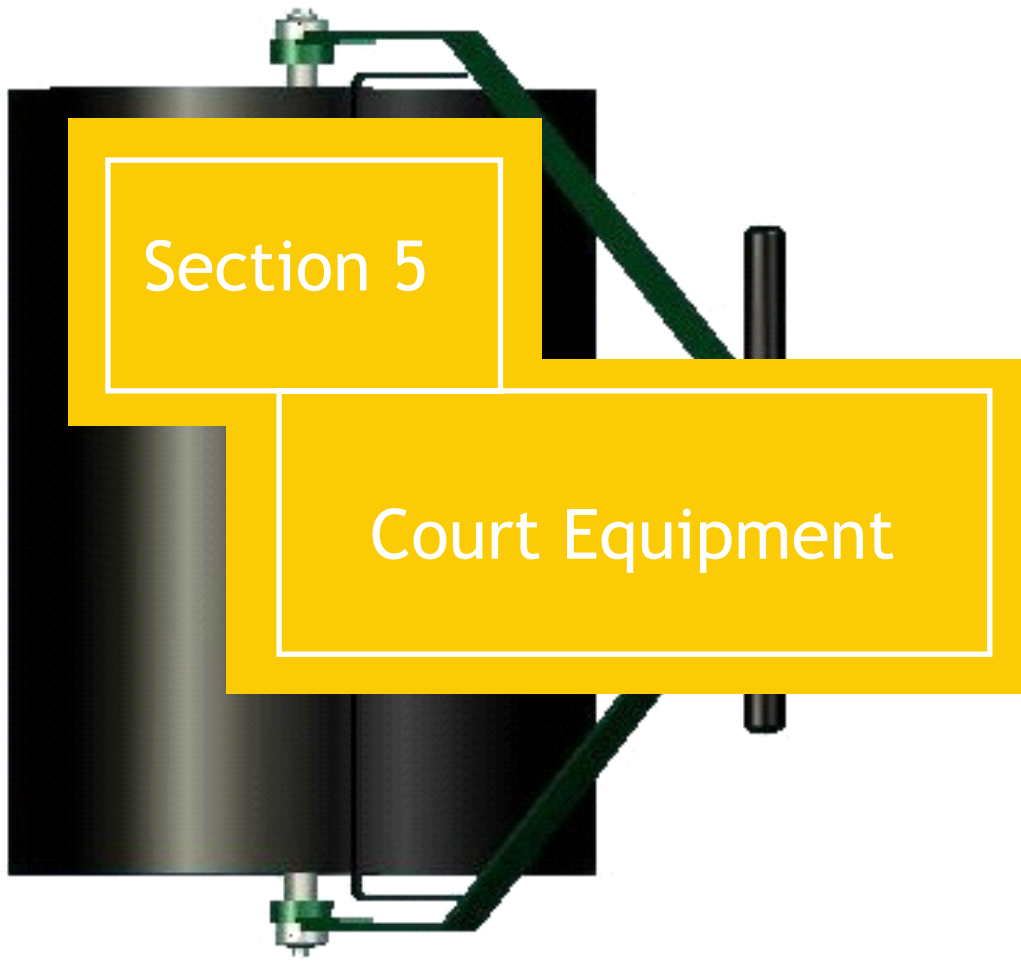
EXHIBIT "D"

Har-Tru clay courts can develop weed, algae or moss growth in many different stages of infestation. Sometimes infestations can occur quickly and seem to be apparent overnight. In fact it happens over time and sometimes not noticeable until the growth is established. Surface agitation is the best cure and preventative for most potential infestations. Using scarification tools to best suit your situation will be important. Less aggressive tools such as lutes, metal brushes and rakes are a great way for everyday use to prevent growths from occurring. When more aggressive scarification is needed, Court Devils and the Tow Scarifier is the answer. Weed, algae and moss control can be done naturally if done consistently through a good maintenance plan.



Sometimes infestations happen. You will need to scrape off the algae and moss from the surface. It will be important to remove these scrapings from the court. Do not brush these scrapings throughout the court as this will cause the spores to spread and establish themselves in other areas of the court.

EXHIBIT "D"



Section 5

Court Equipment

EXHIBIT "D"

BASIC TOOLS & EQUIPMENT

Having the correct tools and equipment to maintain your Har-Tru courts is very important in providing a consistent playing surface. The following is a list of basic tools and equipment that is necessary for a consistent maintenance program.



Drag Brush: Drag Brushes are important to have on the courts as they provide grooming and keep the surface consistent. Bristles can be replaced as they wear without replacing the whole brush.

Line Sweepers: Line Masters are a great tool to keep your Har-Tru surface material off of court lines. The circular brush should be replaced periodically to ensure good consistent brushing.

Aussie Clean Sweeps: The Aussies are designed to pick up debris that falls on the courts such as pine needles, leaves etc. The Aussie is also used in place of brushing when you want a less aggressive surface groom and creates less surface drying.

Lutes: Having a couple of lutes available for use will be necessary when you want to periodically scrape up loose and dead material from the courts, in need of a light scarifying and conducting patch and repairs on the surface. Replace the blades as they wear down and become less agitating to the court.

Har-Tru Gator Rakes: Having a Gator Rake on hand will be essential in cases where the surface will need a deeper scarification. There are hand and tow models available.

Steel Bristle Drag Brush: Having a Steel Bristle Drag Brush on hand will also be necessary when you want a less aggressive scarification than with the court rake however using the Steel Bristle Drag Brushes when the surface is too damp will cause surface material to cake on the bristles and drop off. Use the brush when surface is less moist.

Rollers: Having a reliable roller will be very important in maintaining Har-Tru tennis courts. Performing preventative maintenance on your equipment will ensure longevity and consistent results. See Owner's Manual for preventative maintenance schedules.

EXHIBIT "D"

SPECIALIZED TOOLS & EQUIPMENT

Specialized tools may be necessary to complete your arsenal of tools. Knowing what tools are available will help to maintain a high standard in maintenance practices.



Court Devils: Har-Tru Court Devils come in 2 different sizes. A tow model and a hand model is available. This equipment is used when a more aggressive surface agitation is needed due to surface over-compaction or weed, algae and moss growth occurs.



Hand Rollers: Har-Tru Hand Rollers come in 2 sizes, 24" and 18". Both rollers can be filled with water for added weight. These court rollers are perfect for touch-up work around court edges and patching low spots.



Spreaders: Tru-Flow Spreaders and Top-Dressers come in 3 different sizes, 24", 36" & 54". These spreaders can be used when annual top-dressing occurs or whenever the need to drop Har-Tru surface material consistently.



Line Scrub: The Har-Tru Line Scrub is a great tool for cleaning court lines when a more aggressive brushing is necessary.



Power Rollers: Har-Tru Power Rollers come in a variety of forms. Court Pac, Court Pac Pro and Tow Rollers make rolling Har-Tru tennis courts safe, fast and easy. Choose Har-Tru brand equipment for all of your maintenance needs.

EXHIBIT "D"

COURT EQUIPMENT

Inspect condition of the following equipment:

<u>Equipment</u>	<u>Condition</u>
Center Strap Anchors	
Center Straps and Hooks	
Court Numbers	
Drag Brushes	
Line Scrub	
Line Sweepers	
Line Tapes	
Lute Scarifiers	
Nails	
Nets	
Net Posts	
Net Post Reels	
Rollers	
Roller Brushes	
Roller Scrapers	
Tennie Two-Step	
Tidi-Court	
Windscreens	
Fasteners	
Ty-Wraps	
Plastic Snaps	

Section 6

Daily Maintenance



EXHIBIT "D"



STEP 1
Brush Courts



STEP 2
Sweep Lines



STEP 3
Water Courts



STEP 4
Roll Courts
If Necessary

EXHIBIT "D"

DAILY MAINTENANCE

MORNING

1. Inspect Har-Tru surface for minor scuffing. If baseline areas require divot repair, lute and re-dress as necessary.
2. Remove any weed growth problems and foreign debris from the surface.
3. Inspect tapes and nails for lifting or shifting.
4. Groom surface with an Aussie Clean Sweep, Court Rake or a Drag Brush. Make wide turns with the Drag Brush to avoid accumulation of Har-Tru material. The Aussie Clean Sweep serves a dual purpose; as a smoothing/leveling tool (with teeth in the up position) and a debris remover (with teeth in the down position).
5. Sweep the line tapes. Ensure the line tape area beneath the net has been swept. Use a Line Scrub to remove surface material that adheres to the line tape.
6. Roll the surface if necessary. Make wide turns. Avoid twisting and turning motions that cause surface damage.
7. Sweep the tape lines after the surface has been rolled for a cleaner looking line (optional).
8. Ensure that the net and center strap is set correctly.
9. Clean benches, coolers, cooler stands, ect. If these items are kept on-court during the season, move them and groom the surface below on a regular basis.
10. Wash out the Tennie Two-Step on a daily basis if possible.
11. Inspect Windscreens.
12. Ensure Line Sweeper, Aussie Clean Sweep, Court Rake and Drag Brush are stored properly and do not pose a hazard to players.

MID-DAY

Mid-day maintenance keeps the court looking and playing as well during late afternoon as it plays in the morning. The ideal situation would be for maintenance time to be scheduled so courts could be brushed, lines swept and the surface watered properly. The moisture level in the court profile should remain adequate until the next maintenance period.

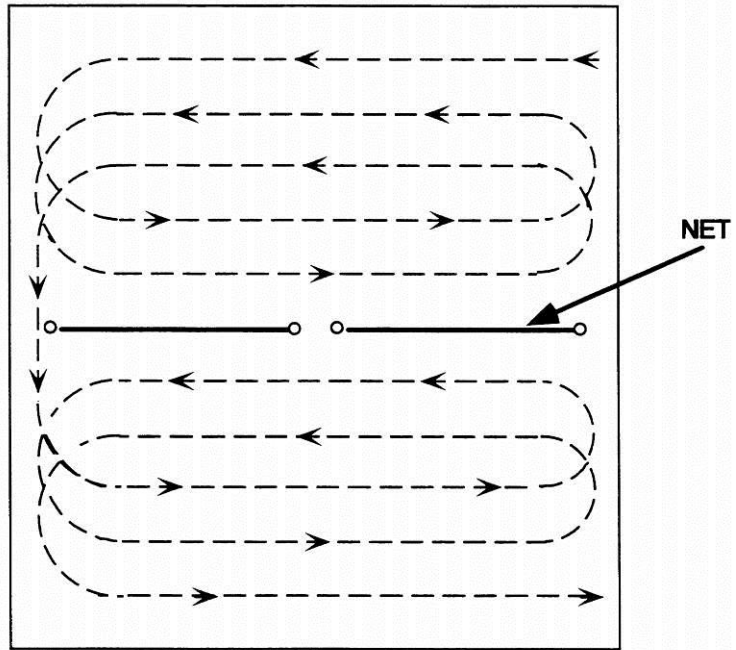
EVENING

Adequate brushing and thorough watering will ensure quality playing conditions the following day.

1. Brush in alternate directions, particularly around baseline areas to smooth surface prior to watering. Alternate direction of brushing on a nightly basis.
2. Water the court in a "cycling method" to accomplish a thorough watering during the course of an evening with as little run-off of water as possible. Proper timing of watering cycles is best determined by observation. The ideal situation would be for the court profile to retain adequate moisture until the next maintenance period.

TECHNIQUE FOR "QUICK CONTINUOUS" ROLLING

Example of rolling
several courts
without removing nets.



Section 7

Periodic Maintenance



EXHIBIT "D"



Checking Planarity

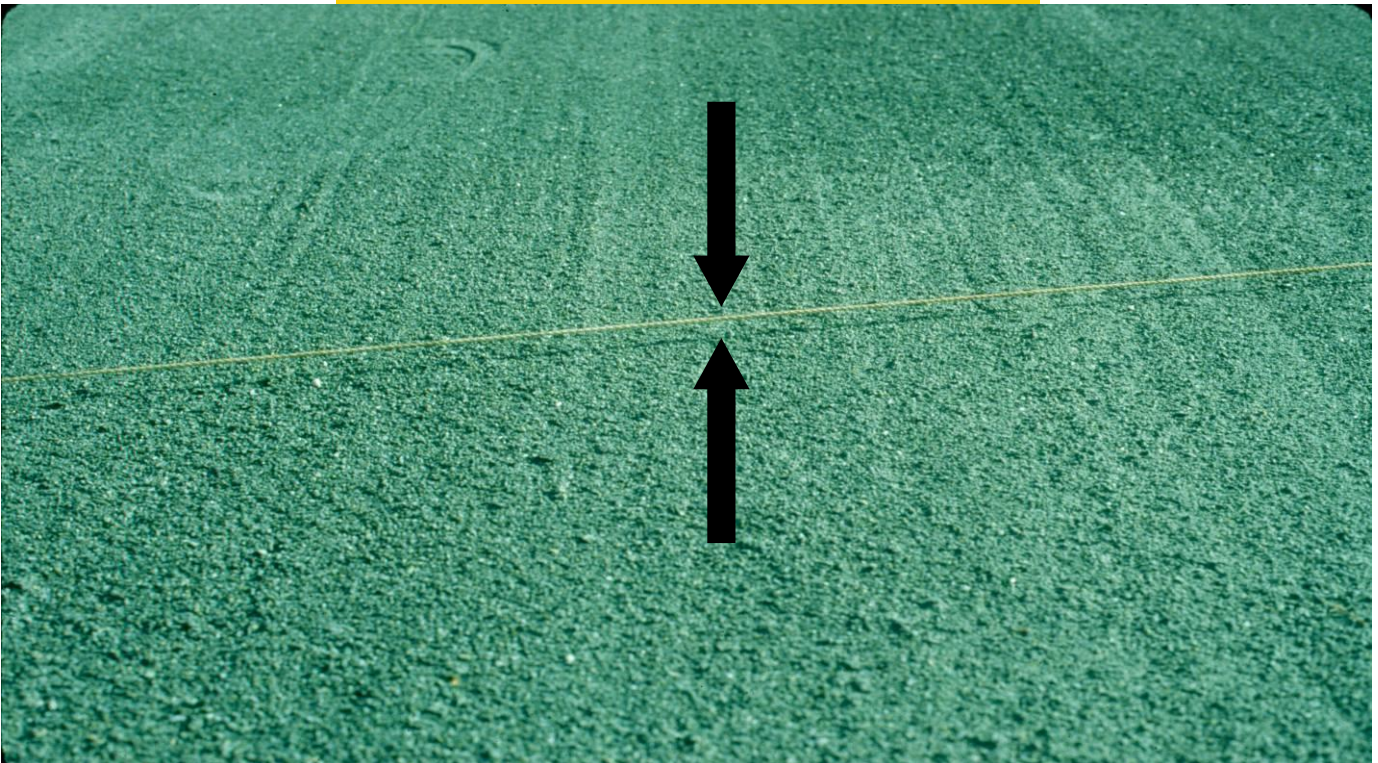


EXHIBIT "D"

PERIODIC MAINTENANCE

1. Inspect court surface material for any build-up to be removed; particularly along the net-line.
2. Inspect the court surface for weed growth. Algae control is best achieved by following these guidelines:
 - a. Agitate low traffic areas on the court periodically. Use the Court Rake, Lute/Scarifier, Steel Bristle Drag Brush, Court Devil or the Lee Tow Scarifier.
 - b. Stay on top of growth problems by regular observation and **preventive** maintenance practices such as frequent surface agitation.
 - c. **Consult** your local county agricultural cooperative extension agent prior to the purchase and application of any chemicals.
 - d. **Always** read the entire chemical label and follow any safety precautions prior to application.
3. Periodic leveling/smoothing of the court surface may be required, particularly in areas of heavy play. The best time of the day for smoothing the surface is during the afternoon when the surface is drier, just before turning on the watering cycle. Use a regular or Steel Bristle Drag Brush.
4. Periodic observation of the irrigation heads while irrigation system is running is the best preventive measure to ensure thorough and even water distribution.

Freeze/Thaw Effect of Har-Tru Courts

Frost occurs in the Har-Tru clay court surface profile when water in the surface freezes. Depending on the extent of the freezing weather, frost may extend through the entire 1" thickness of Har-Tru. When sunlight and higher temperature reach the frozen surface the following morning, these ice crystals will begin to melt from the top of the surface downward through the profile.

It may take several hours for all ice crystals to melt in the profile. While these ice crystals are melting, water will form on top of the surface and form puddles until the entire surface below begins to thaw. Once the profile has thawed completely the water will drain through the profile.

Until the entire profile has thawed and the water has drained back down into the profile, the surface may be too wet for maintenance practices and for tennis play. We recommend everyone stay off the surface until it is playable and workable since any traffic on a wet surface may compromise the quality of that surface. If players or court maintenance staff enters the playing area before this drying cycle is complete, minor damage to the surface can occur.

To repair the indentations (footprints, roller marks, etc.) caused by entering the playing area too quickly, use standard patching techniques or call Har-Tru Sports or your local Har-Tru Clay Court material distributor for guidance.



HAR-TRU 101

EXHIBIT "D"

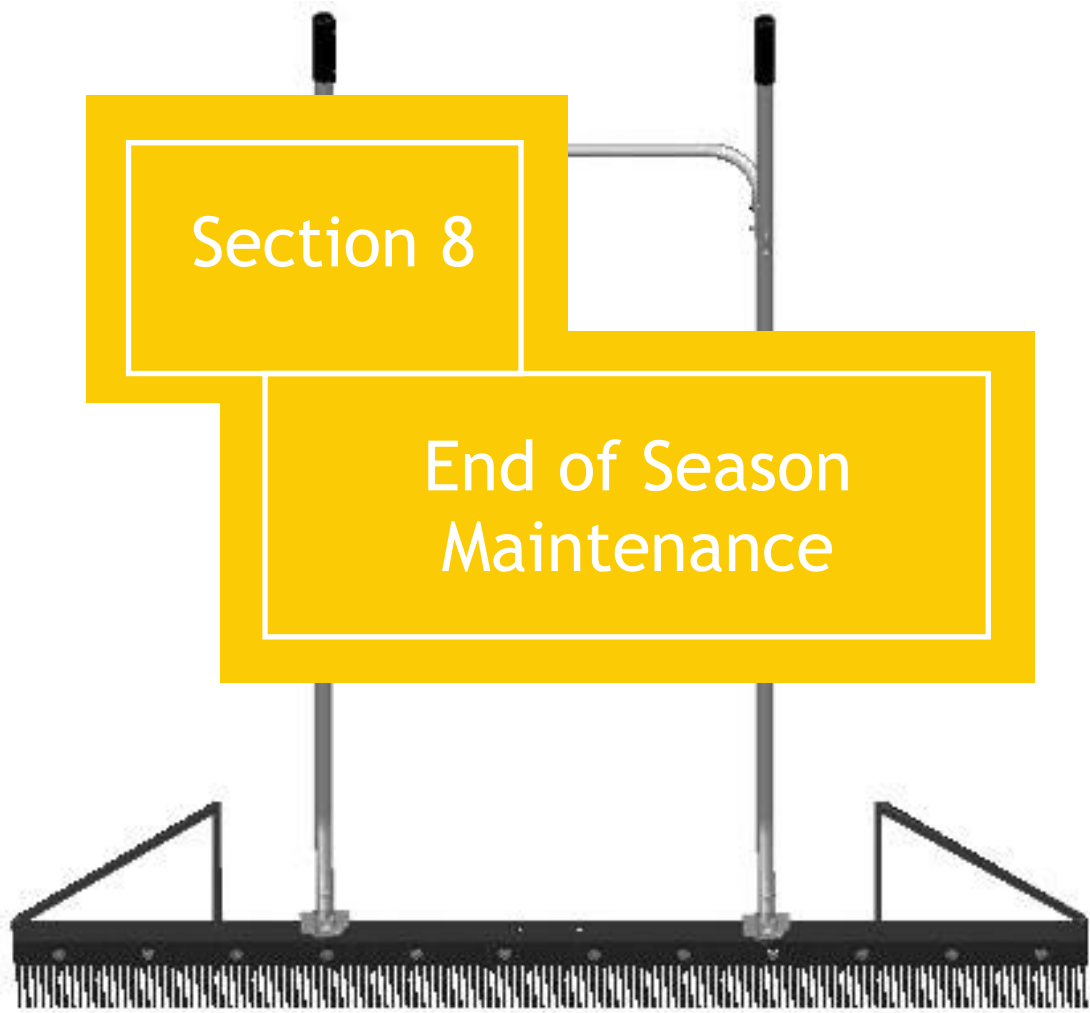


EXHIBIT "D"

END OF SEASON MAINTENANCE

1. Tennis Nets: Remove and attach a tag noting any repairs needed.
2. Windscreens: Inspect for needed repairs, label for easy relocation next season and fold neatly for storage in a plastic bag. Wait until the windscreen is dry (afternoon) before removing. Fence maintenance during the "off-season" can be accomplished much easier without the windscreens hanging on the fence.
3. Net posts: Remove and inspect for repairs.
4. Cover net postholes to prevent water, surface material and debris from entering during the off-season.
5. Remove the tapes and nails. Ensure all nails have been removed from the court surface.
6. Coolers: Wash inside and out. Repair spouts if necessary.
7. Benches: Wash, repair and paint if necessary.
8. Line Sweepers, Drag Brushes and other accessories: Wash clean, inspect for repairs and hang properly to protect the bristles.
9. Roller: Consult owner's manual for proper servicing.
10. Aussie Clean Sweep: Wash clean, inspect for repairs and hang to protect rubber matting.

END OF SEASON HAR-TRU SURFACE MAINTENANCE

1. Brush and roll repeatedly to fill in and compact old nail holes.
2. Covering court surface with a nylon reinforced plastic cover for the winter months reduces the amount of reconditioning required the following spring.

EXHIBIT "D"

Section 9

Miscellaneous
Maintenance Practices

EXHIBIT "D"

FALL SURFACE RECONDITIONING

Fall surface reconditioning is increasing in popularity because the tennis courts can be opened earlier in the spring when demand for play is strong and time available for reconditioning is short, particularly during a wet spring. The maintenance staff is under less time constraint in the fall, allowing for better quality control in providing a superior playing surface. More time is available for other important (and often postponed) spring maintenance duties around the tennis court. Fall weather patterns are more stable & predictable for reconditioning. Initial expense to purchase a tennis court cover is justified considering the life of the cover, benefits to the players and increased productivity of the maintenance staff.

WINTERIZING THE IRRIGATION SYSTEM

1. Turn off main water supply.
2. Ensure manual valves at base of sprinkler heads are open.
3. With an air compressor, blow out the irrigation lines by activating each zone separately for approximately 5 minutes, do not exceed 60 psi. Open each zone valve box cover and inspect valves for any needed repairs while the system is being blown out.
4. Repeat step 3 until all water has been blown through the system.
5. Remove any debris from inside the valve boxes.
6. Replace valve box lids.
7. Note any repairs or improvements needed for the system before the next season

CONTINUING EDUCATION

Several educational aids are available for staff training; the General Maintenance Outline for Har-Tru Tennis Courts, the Maintenance Video, the maintenance DVD and other resources. Visit our web-site at www.har-tru.com for additional information. These products are ideal for keeping your staff informed, on a regular basis about the most efficient methods of Har-Tru tennis court maintenance.

EXHIBIT "D"

Section 10

Budget Planning

EXHIBIT "D"

5 YEAR BUDGET MAINTENANCE PLAN

The following includes a list of goals and time tables based on the Court Analysis Survey. These timetables can be used in budgeting for short and long term projects.

Subject	Description	Schedule
Laser Grading & 1" lift	Laser grading should be considered every 10-15 years.	Every 10-15 years
Top-Dress	Topdressing is necessary for each annual opening. 1-2 tons of Har-Tru per court should be applied with each top-dress.	Annually
Line Tape replacement	Line Tapes should be pulled up prior to top dressing. This will ensure that lines are straight, tight and have no surface material buildup on either side of line tapes during the playing season.	Annually
Windscreens	Windscreens should be replaced every 3-5 years or as they start to fade, discolor and get brittle.	Now & 3-5 years
Fencing-Hard Courts	Fencing should be painted or replaced as needed. Keeping this project in a cycle will help to eliminate a build up of high budgetary costs.	As Needed
Tools & Equipment	Keeping Brushes and Hand tools in good working condition is essential for great Har-Tru courts. Replacing worn brushes, lute blades etc. will keep the tools working properly.	Drag Brushes, Line Masters Lutes Aussie's
Roller	Having a reliable roller on site will be important to ensure the best possible courts. Preventative maintenance will ensure reliable equipment.	Grease annually & perform scheduled Preventative Maintenance
Amenities	Nets, Net Posts, Coolers, Benches, etc. should be replaced as needed.	As Needed

EXHIBIT "D"

Maintenance Training	Properly maintained Har-Tru courts ensure court longevity and consistent playability which can really affect a facility's bottom line. Making sure the maintenance crew is sufficiently trained is key. We offer information on our website that can provide the training and knowledge needed. Attending maintenance seminars gives a Maintenance Employee an opportunity to learn about best practices and to meet others in the same industry. They get hands on training both in a classroom setting and out on the court. Please contact Har-Tru Sports for more information.	Annually
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STAFFING RECOMMENDATIONS

The following are staffing recommendations for daily maintenance of clay tennis courts.

Har-Tru

We recommend 45-60 minutes per court each day. There are variables each day, week, month and annually. This staffing recommendation is an average figure meant to help to determine staffing needs for the maintenance of Har-Tru Clay tennis courts.

SUB-IRRIGATED

We recommend 20-30 minutes per court, per day. There are variables each day, week, month and annually. This staffing recommendation is an average figure meant to help to determine staffing needs for the maintenance of Sub-irrigated tennis courts.

EXHIBIT "D"

TENNIS COURT MAINTENANCE BUDGET WORKSHEET

<u>Inventory</u>	<u>Condition</u>	<u>Needed</u>	<u>Budget</u>
Aussie Clean Sweep			
Benches			
Center Strap Anchor			
Center Strap/Hook			
Coolers & Stands			
Court Layout Cables			
Court Numbers			
Drag Brush			
Har-Tru			
Line Scrub			
Line Sweepers			
Line Tapes			
Lute Scarifier			
MAG			
Maintenance DVD			
Maintenance Video			
Nails			
NDS Drainage			
Nets			
Net Posts & Reels			
Roller			
Roller Cover			
Scarifier			
Sprinkler Heads			
Squeegee			
Tape Stretcher			
Tennie Two-Step			
Tidi-Court			
Tru-Flow Spreader			
Windscreens			
Fasteners			
Ty-Wraps			
Plastic Snaps			
Other			

EXHIBIT "D"

Section 11

Consulting Services

EXHIBIT "D"

A true passion for tennis extends well beyond just the game itself.

At Har-Tru, we're fanatical about ensuring that your facility can provide an unbeatable and complete tennis experience. With us, you don't just play to win—you play for life. To learn how we can help you provide the best game possible, please contact:

Ed Montecalvo

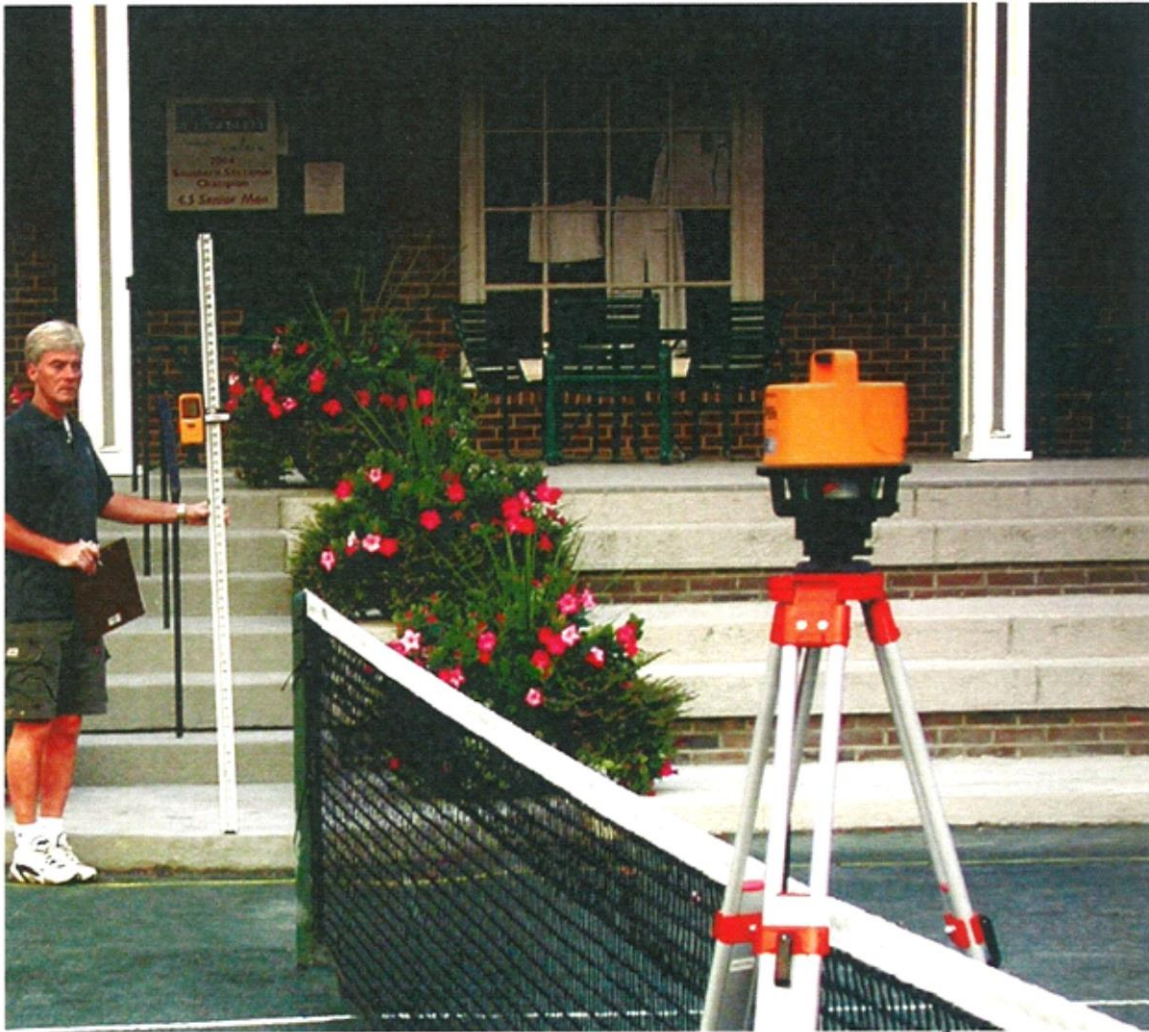
Consulting Services Manager
434.327.1524 direct line
emontecalvo@hartru.com

Roy Hey

Product Specialist / Consultant
434.327.1532 direct line
rhey@hartru.com

2200 Old Ivy Road . Suite 100 . Charlottesville, VA 22903
1.877.442.7878 . www.HarTru.com . support@HarTru.com

EXHIBIT "D"



A PASSION FOR THE COURT
ATTRACTS PASSIONATE PLAYERS



EXHIBIT "D"

Har-Tru Consulting offers the following options:

HAR-TRU MAINTENANCE TRAINING AND CERTIFICATION

A two-day certification seminar that will train your staff in every single aspect of effective and efficient court upkeep and construction, from irrigation to fencing to weed control and regular reconditioning. Certificates will be awarded to participants.

IRRIGATION SYSTEM DESIGN AND MAINTENANCE

A survey that identifies your current water system, how it operates, and how enhancements can be made—including recommendations on how to improve operating pressure, gallons-per-minute, general system components, and effective coverage.

OWNER'S REPRESENTATIVE CONSULTING

Our consulting service can be invaluable during the critical stages of construction, rebuilding and reconditioning. We can help you convert your old hard courts to Har-Tru, ClayTech® or HydroCourt surfaces. In addition, we can assist in developing a long-term plan for success, from court selection to installation and beyond.

ONE-DAY FACILITY VISIT

During our one-day facility visit, we'll inspect your courts and consult with you to identify opportunities around spring reconditioning, court opening, daily and periodic maintenance, annual budgeting and control of operating expenses.

COURT ANALYSIS SURVEY

Har-Tru consultants will check your courts for proper slope, survey court thickness and base material, and examine your equipment, amenities and irrigation system.

LIGHTING ANALYSIS SURVEY

We offer a full lighting analysis service, including system design, installation and maintenance. We analyze your existing lighting system, generating a photometric map that illustrates how improvements can be made—from changing bulbs to installing the latest energy-efficient light fixtures.

The information gathered for the Court Analysis Survey (CAS) and Lighting Analysis Survey (LAS) is put into a bound, full-color, easy-to-read report—complete with photos, charts and computer-generated drawings specific to the facility being analyzed. Har-Tru personnel can also present the CAS and LAS information to a club's board of directors, resort management, tennis committee, members or other groups of interest.

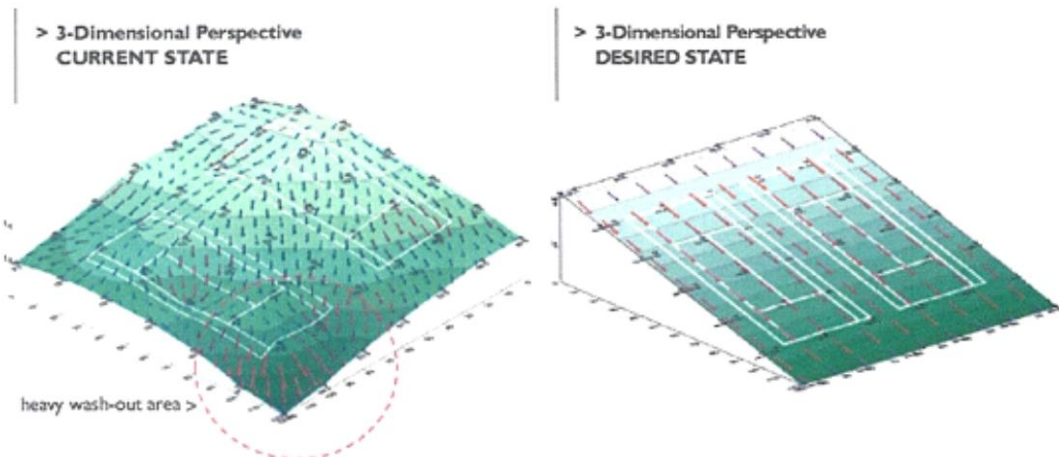


EXHIBIT "D"



When you want complete confidence for installing, improving, upgrading and maintaining your tennis courts, turn to Har-Tru® Consulting.

Har-Tru looks well beyond the court surface to design an all-inclusive plan for creating the most compelling tennis experience possible, drawing on our 100 combined years of clay court expertise. Clients use these services:

- > For construction and maintenance guidance prior to facility renovations or new construction
- > To identify capital improvement needs for long-term planning and budgeting
- > To investigate the possibility of converting hard courts to clay courts



In addition, we can provide tailored maintenance programs and on-site training for your staff, adapted for your particular facility's needs.

EXHIBIT "D"

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Har-Tru, LLC
2200 Old Ivy Road, Suite 100
Charlottesville, VA 22903
877-4-HAR-TRU • fax 434-971-6995
www.hartru.com

EXHIBIT "F"

PRO SHOP ITEMS

Stringing Services

Own String - \$20

String and labor \$40

city of sunrise

Department of Leisure Services



INCIDENT REPORT FORM

Date _____ Incident Location _____

Type of Incident:

Injury Property Damage Vehicle/Equipment Damage Other: _____

Subject's Name _____ DOB _____

Address _____ City _____ Zip _____

Phone Number _____

Date of Incident _____ Time _____ A. M. P.M.

Description of Incident/Property Loss: _____

Police Report? Yes No Case No. _____ Officer _____

Medical Rescue? Yes No First Aid? Yes No Type _____

Injured Transported Home Hospital _____ Other _____

Witnesses (Name and Phone Number):

A _____

B _____

C _____

Staff Members on Duty:

A _____ Title _____

B _____ Title _____

Other Comments: _____

Report Prepared By: _____ Date _____

EXHIBIT "I"



Marketing

At the Sunrise Tennis Club, our marketing focuses on specific needs to ensure that the club reaches its potential for the City of Sunrise community. We recognize that the facility has more to offer than just a place to play tennis and is a great place for the community to come together and be active. Over the last 6 years, we have delivered cost-effective marketing and provided premier service for all ages at the club. Sunrise Tennis Club is a premier tennis club in South Florida, and we make sure that we target the appropriate audience to bring as many people possible to enjoy our beautiful facility.

Social Media

atsunrisetennisclub is our Instagram page and is regularly updated and has a very strong presence on social media. We collaborate with Florida Tennis, the premier Florida tennis Publication, with their social media presence. Additionally, our ability to bring well-known world-class tennis professionals here to visit the club provides additional exposure as this is also covered on their social media. One example is Dominic Thiem the 2020 US Open tennis champion who visited the club in November 2025.

Flyers

Throughout the club, we have flyers for all the programs that we offer. This includes everything you would need to know about each specific program. These flyers have descriptions of the program, the prices, the times and dates.

Banners

Banners promoting Sunrise Tennis @Sunrise Tennis Club are located throughout the club including a full fence windscreen with the Sunrise Tennis @ Sunrise Tennis Club logo.

Magazines

We are partnered with Florida Tennis which is the premier Florida tennis publication. Our collaboration includes a full page color advertisement promoting the club as well as featured articles such as the visit of 2020 US Open Champion Dominic Thiem at the club.

Professional Events

We host a Men's professional prize money tournament the City of Sunrise Pro Tennis Classic. The tournament is an ITF/USTA sanctioned professional tournament with a \$15k purse. It is a week long event and is open to the public. We host a Free kids day on the semifinal Saturday and circulate invitations for this to all Sunrise Schools. The turnout every year is great and the kids and parents enjoy the event.. Past participants in the professional tournament include current top ranked American Players, Tommy Paul, Sebastian Korda and Lerner Tien to name a few.

EXHIBIT "J"

REGISTER TODAY: Proof of residency is required each time you register for a sport or activity. Registration forms without proper proof of residency and a copy of birth certificate (if applicable) will not be accepted. Remember to apply multiple child discount to fees, if appropriate.

Please contact me regarding youth athletics volunteer coaching opportunities.

PARTICIPANT INFORMATION *Please print in ink and fill out completely* Have you registered for a recreation activity before? Yes No

Parent/Legal Guardian's Name

Relationship to Participant Mother Father Court Appointed Legal Guardian

Home Phone - - Work Phone - - Cell Phone - -

Street Address

City State Zip Code

Email Address Yes, please use this email address to provide me with City of Sunrise program and event information. I understand that I can opt out of this service at any time.

Secondary Guardian's Name

Relationship to Participant Mother Father Court Appointed Legal Guardian

Home Phone - - Work Phone - - Cell Phone - -

Street Address

City State Zip Code

Email Address Yes, please use this email address to provide me with City of Sunrise program and event information. I understand that I can opt out of this service at any time.

PARTICIPANT NAME	DATE OF BIRTH	GRADE	AGE	SEX	ACTIVITY	ACTIVITY#	FEE

FOR CAMP/DAYS OFF ONLY: AUTHORIZED PICK-UP PERSONS (Other than Legal Guardians)

Last Name	First Name	Cell Phone	Home Phone

EMERGENCY CONTACT *(Other than parent/guardian. To be contacted in the event that parent/guardian listed above cannot be reached.)*

Emergency Contact Relationship to Participant

Home Phone - - Work Phone - - Cell Phone - -

Allergies or medications (specify which child)

CREDIT CARD / GIFT CARD PAYMENT

MasterCard Visa Discover AmEx Exp. Date / / Card #

Signature

Zip Code (Required) *as it appears on the card* I agree to pay the above amounts listed as credit card charges according to credit card user agreements.

9-Digit Gift Card # 6-Digit Gift Card PIN (Letters & Numbers)

RELEASE INFORMATION & REFUND POLICIES

- The Release and Waiver on the back of this registration form must be completed and submitted in order for a registration to be accepted.
- Refunds for one-day programs, Kids' Day Off, Mini Camps and Holiday Camps will only be granted if requested 24 business hours prior to the start of the activity. Refunds will not be granted for all other programs if requested four (4) weeks or more after the start of the activity, or if attendance has met or exceeded 50% of the activity. Refunds will be pro-rated. All refund requests must be submitted in writing to Leisure Services.

PLEASE NOTE: FLORIDA PUBLIC RECORDS LAW REQUIRES THAT ALL INFORMATION - INCLUDING E-MAIL ADDRESSES - RECEIVED IN CONNECTION WITH CITY BUSINESS BE MADE AVAILABLE TO ANYONE UPON REQUEST, UNLESS THE INFORMATION IS SUBJECT TO A SPECIFIC STATUTORY EXEMPTION. PLEASE SEE REVERSE FOR REQUIRED RELEASE AND WAIVER.

CITY OF SUNRISE REGISTRATION FORM

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION FOR ADULTS AND MINORS

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF SUNRISE, ITS DEPARTMENTS, EMPLOYEES, OFFICIALS, COACHES, VOLUNTEERS AND AGENTS (HEREINAFTER "RELEASED PARTIES") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU OR YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU OR YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOU OR YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, the undersigned, as the undersigned and/or as the parent or legal guardian of the minor child ("my child") named below, do hereby give my full consent and approval for me or my child to participate as a member of the City of Sunrise's Recreation Programs.

I understand that there are certain risks of damages and injuries, including death, inherent in the City of Sunrise's Recreation Programs, as well as in traveling and in other related activities incidental to my or my child's participation, and I am willing to assume these risks on behalf of myself or my child. These risks include, but are not limited to, those hazards associated with weather conditions, travel, playing conditions, equipment and other participants.

I understand that there is inherent risk in Recreation Programs and that inherent risk means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity; and that the term "inherent risk" further includes, but is not limited to: (1) the failure by the Released Parties to warn me or my child of an inherent risk, and (2) the risk that someone may act in a negligent or intentional manner and contribute to the injury or death of me or my minor child.

Further, I agree that in consideration for my or my child's participation in the City of Sunrise Recreation Programs, I hereby waive, release, discharge and agree not to sue the City of Sunrise, its departments, employees, officials, coaches, volunteers and agents ("Released Parties"), for any and all causes of actions, claims or damages arising out of or resulting from my or my child's participation in this activity, including but not limited to damages, injuries, or death arising out of the negligence of Released Parties or otherwise. I agree that for me or my child to participate in the activity, I assume full responsibility for any loss of property, accident, bodily injury, or death as a result of my or my child's participation in this activity.

I hereby permit the City of Sunrise to use or distribute any or all still and/or moving images in which I or my child appear for any use including, but not limited to: video, Web, print and multimedia applications; training or other instructional materials; advertising, commercials or other promotional materials; and other forms of media, without compensation. Any image (s) created shall be the property of the City of Sunrise.

I hereby give permission for me or my child to receive necessary medical treatment.

I further agree on behalf of myself and my child listed below, that I shall hold harmless and fully indemnify and defend the Released Parties from any and all causes of action, claims, damages, costs including but not limited to attorney's fees and costs, which may arise from any cause of action made by me or by, through or on behalf of me or my child, even if the damages, injuries or death are caused in whole or in part by the negligence of the Released Parties.

I acknowledge (a) that I have read (or have had read to me) each and every one of the provisions in this waiver, release of liability and indemnification agreement, (b) that I understand each of the provisions in this agreement and (c) that I agree to abide by them.

PRINT NAME OF MINOR CHILD

PRINT NAME OF LEGAL GUARDIAN OR ADULT PARTICIPANT

ADDRESS

SIGNATURE OF LEGAL GUARDIAN OR ADULT PARTICIPANT

DATE: _____

EXHIBIT "K"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____ Signature: _____
Entity: _____ Print Name: _____
Title: _____

STATE OF _____, COUNTY OF _____
Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____

EXHIBIT "L"

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____ Signature: _____
Entity: _____ Print Name: _____
Title: _____

STATE OF _____, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____