

AMENDMENT NO. 4 OF THE TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES AGREEMENT BETWEEN WELLINGTON AND CHEATHAM INC., FOR A ONE YEAR TERM BEGINNING OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

COMES NOW, this ____ day of _____, 2014, the Village of Wellington, a Florida municipal corporation (hereinafter referred to as "Wellington"), and Cheatham, Inc., a Florida for Profit corporation with offices located at 1768 Hollyhock Road, Wellington, Florida, 33414 (hereinafter referred to as "Cheatham") and exercise their rights under the Tennis Center Management and Maintenance Services Agreement between Wellington and Cheatham, Inc., dated September 23, 2010 and extend the term of the agreement for a fifth year being from October 1, 2014 to September 30, 2015:

WHEREAS, in June, 2010, Wellington issued a request for proposal entitled "Tennis Center Management and Maintenance Services RFP 014-10/JM" seeking proposals for the operation and maintenance of its tennis center located at the Wellington Community Center, 12165 Forest Hill Boulevard, Wellington, Florida 33441; and

WHEREAS, Cheatham responded to the RFP and was selected by Wellington's Council to be the operator and maintenance provider for the tennis center; and

WHEREAS, a contract between the parties was entered into entitled Tennis Center Management and Maintenance Services Agreement between Wellington and Cheatham, Inc. dated September 30, 2010 (the "Agreement") (a copy of which is attached hereto and incorporated herein as **Exhibit B**); and

WHEREAS, pursuant to paragraph 4 of the Agreement, the parties have the ability to renew the Agreement on an annual basis; and

WHEREAS, the parties have exercised their ability to renew the agreement annually through the approval of Amendments No. 1 thru 3, with Amendment No. 3 containing an expiration of September 2014;

WHEREAS, the parties mutually desire to extend the Agreement for an additional (fifth) year from October 1, 2014 to September 30, 2015, subject to the same terms and conditions as set forth in the Agreement, as amended ("Amendment No. 4"); and

WHEREAS, the extension from October 1, 2014 to September 30, 2015 shall be cancellable by Wellington on or before May 1, 2015, in anticipation of the completion of a new, relocated tennis facility.

NOW THEREFORE, in consideration and mutual obligation set forth below, Cheatham and Wellington hereby agree as follows:

1. The foregoing whereas clauses are true and correct and are incorporated herein by this reference.

2. The Tennis Center Management and Maintenance Services Agreement between Wellington and Cheatham shall be extended for a final one year period from October 1, 2014 to September 30, 2015.

3. This fourth renewal of the Agreement shall be cancellable by Wellington, without penalty to Wellington, on or before May 1, 2015, in anticipation of the completion of a new, relocated tennis facility.

4. All terms and conditions of the Agreement, except as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No.4 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Wellington and Cheatham have executed this Amendment No. 4 to the Agreement as of the day and year first written above.

CHEATHAM, INC.

Name: Tommy Cheatham
Title: President

Seal:

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared _____, who produced as identification a _____ Driver's License, showing him/her to be the person described in and who executed the foregoing instrument as _____ of CHEATHAM, INC., a Florida corporation and did acknowledge before me that he/she executed the same for and on behalf of said corporation as such officer by due and regular corporate and company authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2014.

Notary Public

State of _____

My commission expires: _____

ATTEST:

VILLAGE OF WELLINGTON

By: _____
Awilda Rodriquez, Clerk

By: _____
Paul Schofield, Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Megan C. Rogers, Assistant Village Attorney