NEWSPAPER VENDOR INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (Contract") is made this 28th day of JUNE, 2011, between the Board of County Commissioners of Sumter County, Florida (the "Board"), 7375 Powell Road, Suite 200, Wildwood, FL 34785 (County) and The Sumter County Times ("Independent Contractor").

WHEREAS, Independent Contractor is capable of providing newspaper vending machines with its contents limited to newspapers hereinafter referred to as "Equipment" as required in this agreement and limited to the specified locations detailed in this agreement, and;

WHEREAS, this Contract supersedes any prior agreements that may or may not be in place with Independent Contractor and it is agreed that the terms and conditions described herein shall prevail over any such contracts;

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Independent Contractor to provide Equipment at no cost to County and limited to the maximum locations noted herein as Exhibit "A", as set forth herein, *in haec verba*.

2. The parties accept the above "Whereas" clauses as true and correct, and incorporate them herein, *in haec verba.*

3. **Commencement.** The Independent Contractor shall install its Equipment on the County property locations identified in Exhibit "A" by September 30, 2011, and provide regular maintenance and servicing of the Equipment to a level of good order and repair to the satisfaction of the Public Works Director. In addition, Independent Contractor shall remove any Equipment from County property locations not identified within Exhibit "A".

4. **Term.** Commencement of this agreement shall be the date of execution by both parties. The termination date of this agreement is September 30, 2013.

5. The Independent Contractor agrees to secure and maintain any and all proper and applicable County, Municipal and State licensing and permits and abide by all applicable Federal, State and Local Regulations.

6. **Indemnification.** The Independent Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Independent contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Independent Contractor or its agents.

7. **Governing Law**. All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Independent Contractor to be only in Sumter

County court of competent jurisdiction, Florida, Federal jurisdiction is hereby agreed by Independent Contractor to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, the prevailing party shall be entitled to the recovery of all reasonable costs of said suit including reasonable court costs and attorney fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding. It is understood and agreed that these reasonable costs and fees shall be paid to the prevailing party by the non-prevailing party. Independent Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Independent Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

8. **General.** The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Independent Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence in this Contract. In this Contract, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Independent Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.

9. **Severability.** Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.

10. **Attorneys' Fees.** If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its reasonable costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered as a consequence of an action, including but not necessarily limited to reasonable court costs and attorney's fees.

11. Independent Contractor does hereby specifically promise and agree to defend, indemnify and "hold harmless" the County and the agents, servants, employees, officers and officials thereof from any liability or responsibility

whatsoever in connection with the goods and/or services to be provided hereunder.

12. Independent Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Independent Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.

13. The Contract shall be binding upon the parties hereto, their successors and assigns.

14. This Contract shall not be assigned by Independent Contractor without the express written consent of the Board of County Commissioners of Sumter County.

15. **Independent Contractor.** It is understood that Sumter County Times, including any of its employees or agents, is an independent contractor and not an agent or employee of the County for any purpose including, but not limited to, federal tax and other state and federal law purposes. The Independent Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of the Independent Contractor under unemployment insurance, Social Security and income tax laws. Independent Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that the County will not:

    (a) Pay dues, licenses or membership fees for Independent Contractor;
    (b) Control the method, manner or means of performing and providing the goods and services within Exhibit "A"; or
    (c) Restrict or prevent Independent Contractor from working for any other party except as specially provided for in non-compete agreements entered into between the parties for independent consideration.

    The County does not have the right or power to enter into any contract or commitment on behalf of the Independent Contractor, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Independent Contractor, or executing documents on the Independent Contractor's behalf.

33. **Citizenship.** The Independent Contractor shall not employ individuals not licensed or legally permitted to work in the United States of America ("Illegal Aliens"). Independent Contractor shall maintain current Employee Eligibility Verification Forms (I-9 Forms) for all employees of Independent Contractor. County reserves the right to audit Independent Contractor's employee records without cause or notice to verify that all employees of Independent Contractor are licensed or legally permitted to work in the United States of America and are not Illegal Aliens. Should Independent Contractor or

County discover that Contractor is employing an individual who is an Illegal Alien as defined herein, that individual shall be immediately discharged by Contractor and shall not be allowed to participate in the work described by this Contract in any manner. It is understood that it is the duty of Contractor to prevent the employment of Illegal Aliens, and the County's right to audit Contractor's employee records does not evidence or suggest a duty on behalf of County to perform such audit or otherwise police the legal status of Independent Contractor's employees.

34. This Contract was executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS SUMTER COUNTY BOCC SEAL

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Witness:

By: DON BURGESS

Title: CHAIRMAN

Witness:

Sumter County Times.

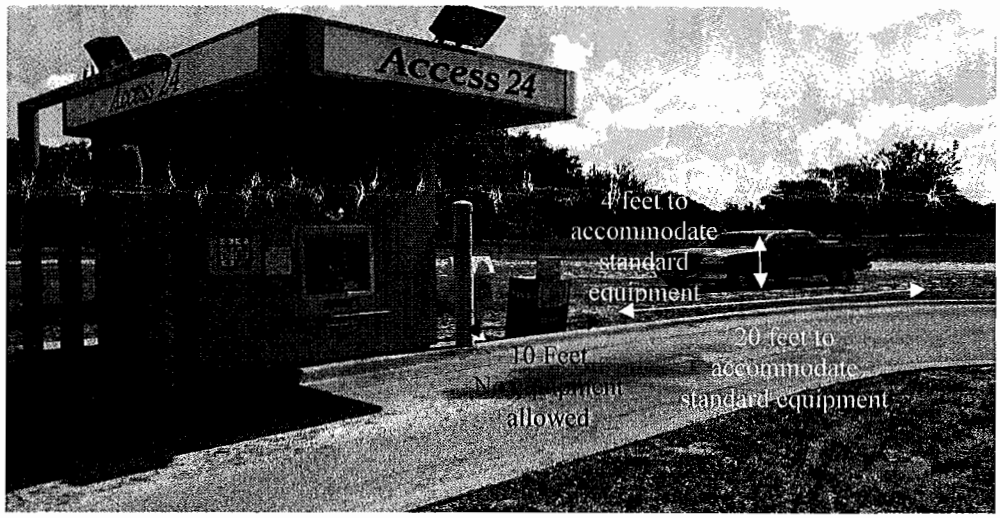
By:

Title: Regional Manager

Exhibit "A"

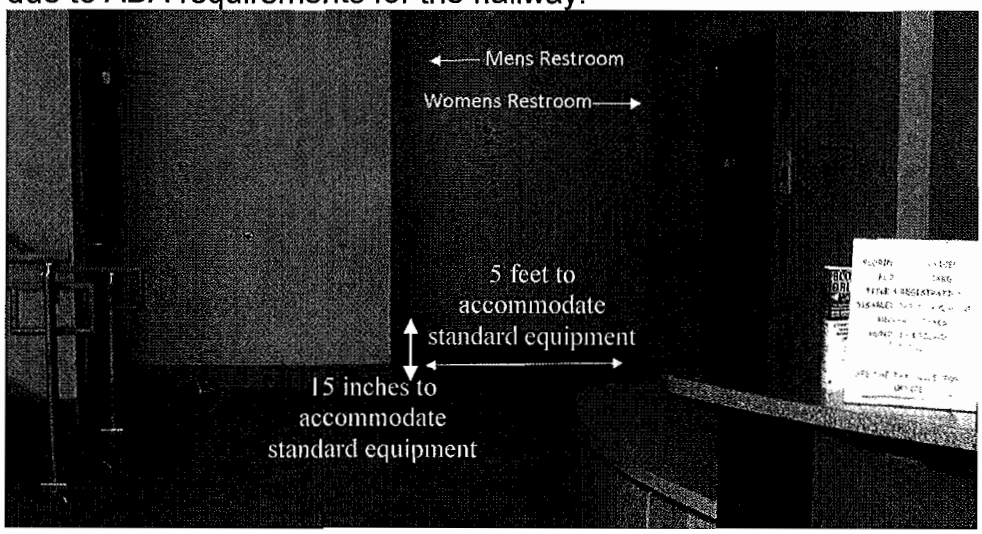
Courthouse Complex
As defined by the area bounded by US 301 (North), North Florida Avenue (West), Seminole Avenue (South), and the eastern property line (East)):

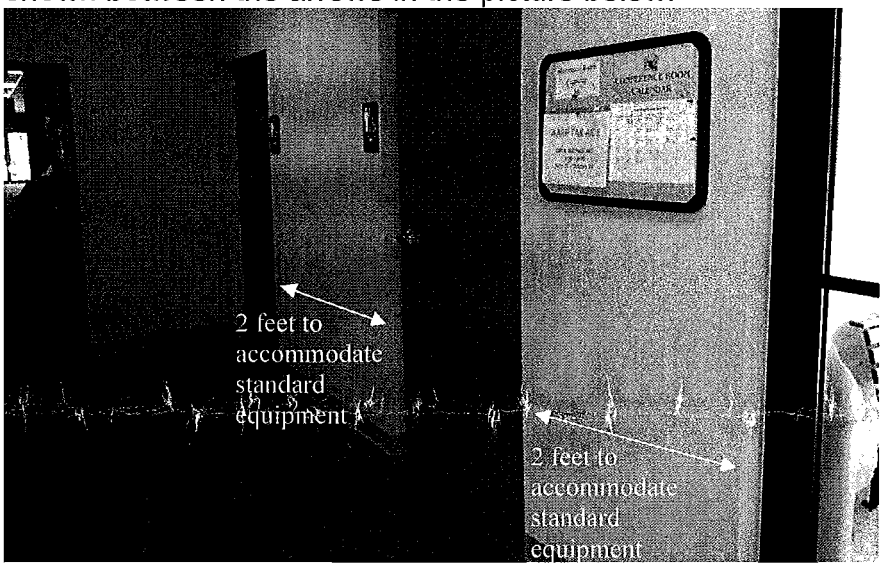
Placement Location of Newspaper Vending Equipment shall be limited within the area 10 feet East of the Automatic Teller Machine (ATM) access off of McCollum Avenue behind the curb no further than 4 feet for a total of 20 feet which will accommodate 12 standard Equipment as shown between arrows in the picture below:



Sumter County Courthouse (215 East McCollum Avenue, Bushnell)
Due to concerns of influencing prospective jurors, no area within the Courthouse is provided.

The Villages Sumter County Service Center (7375 Powell Road, Wildwood)
Placement Location of Newspaper Vending Equipment shall be limited inside The Villages Sumter County Service Center on the 1st floor between the men's and women's bathroom doors. The space is 5 feet and therefore limited to placement of 2 standard Equipment against the wall as shown between the arrows in the picture below. The equipment must not protrude more than 15 inches from the wall due to ADA requirements for the hallway.



The Villages Annex (8033 E. CR 466, The Villages)

Placement Location of Newspaper Vending Equipment shall be limited inside The Villages Annex on both sides of the men's bathroom doors. The space is 4 feet and therefore limited to placement of 2 standard Equipment against the wall as shown between the arrows in the picture below: