

## Agenda

### Board of Trustee Work Session

October 10, 2018, 7:00PM

1. Addendum to Marina Contract 1005 C-Addendum (1 yr)
2. Rental of facilities for hourly rate 1004 COM ??
3. No smoking areas 1028P
4. Restrictions on Pets 1027P
5. Reservation for picnic pavilions 1029P and 1029F
6. Banner Sales Contract
7. Drainage for Marina and work area (samples)
8. Soda Machine
9. Slide/platform board
10. Pool rent it out??
11. Verify information to Mark Kincaid
12. Enforcement authority

Pursuant to Section 286.26, Florida Statutes, and the Americans With Disabilities Act, any handicapped person desiring to attend this meeting should contact the District Manager at least 48 hours in advance of the meeting, to ensure that adequate accommodations are provided for access to the meeting

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

**BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM**

1002 F

TODAY'S DATE Oct 2, 2018

MEETING DATE Oct 10, 2018  
At least 8 days prior to meeting date

REGULAR MEETING  WORK SESSION  SPECIAL MEETING  EMERGENCY

COMMITTEE MEETING  BUDGET

Trustee requesting

Sharon Denson

Subject:

Marina Contract Non Resident

Reason

TO Transact

**BRIEF EXPLANATION**

Non-Residents requested extension  
for this year only

**MOTION IF NEEDED**

Supporting documentation attached

Received by \_\_\_\_\_

Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

VESSEL SLIP # \_\_\_\_\_  
Key # \_\_\_\_\_

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
MARINA VESSEL SLIP CONTRACT ADDENDUM 1005 C -ADDENDUM

ADDENDUM NON-RESIDENT VESSEL SLIP LESSEE

Paragraph 2 of **Marina Vessel Slip Contract 1005C** *"The term of the lease shall be for a 12 month period with all payment due upon lease signing"* and shall be amended to read, **"The term of the lease shall be for a 12 month period with at least ½ payment due upon lease signing and the balance of slip fee be received in the District Office by March 1, 2019"**

This addendum shall be for the contract period 2018-2019 only. This addendum will not be honored for the contract year of 2019-2020 or beyond 2018-2019 and shall become a part of Marina vessel slip contract 1005C.

NO OTHER TERMS OR CONDITIONS OF MARINA VESSEL CONTRACT 1005C ARE AMMENDED OR ALTERED.

**I understand that it is my responsibility to remit the balance by March 1<sup>st</sup> of 2019. It is not the responsibility of the District to bill me.**

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

**Lessee agrees to comply with all laws of the State of Florida.**

**The Lessee of the boat described above hereby authorizes the District to proceed under Section 328.17, Florida Statutes, after termination or non-renewal of the lease.**

Received By \_\_\_\_\_ Date \_\_\_\_\_

Date Approved \_\_\_\_\_

Date Revised \_\_\_\_\_

Date Effective \_\_\_\_\_

**BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM**

1002 F

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\_\_\_ COMMITTEE MEETING \_\_\_ BUDGET

Trustee requesting

Sharon Denson

Subject:

Commercial Rental of facilities

Reason

Do not have -

**BRIEF EXPLANATION**

Many groups wanting facilities used  
at fair market resident rates

**MOTION IF NEEDED**

Supporting documentation attached

Received by \_\_\_\_\_

Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

BAYSHORE GARDENS PARK AND RECREATION DISTRICT

FACILITY RENTAL

1004 COM

FACILITY LEASE  
ALL COMMERCIAL OR NON RESIDENT CLUB/ORGANIZATION/BUSINESS USE

This Contract is entered into between BAYSHORE GARDENS PARK AND RECREATION DISTRICT and \_\_\_\_\_ Organization by \_\_\_\_\_

Authorized agent

Bayshore Gardens Recognized Clubs and Organizations are excluded from this policy. (See 1020 F)

Lessee, in consideration of the agreements and covenants to be performed by the Parties, agrees to the following terms:

The Contract begins on \_\_\_\_\_ and ends on \_\_\_\_\_. Not to exceed 12 months.

Lessee understands that from time to time, the day, date, and/or time may be changed by the district to accommodate a District function.

1. **RENT:** Lessee shall pay Bayshore Gardens monthly rent in the amount of \$ \_\_\_\_\_ at commencement of the contract and any additional security deposit as set forth in this Agreement.

2. **SECURITY DEPOSIT:** Lessee shall pay a security deposit of \$500.00 due when contract executed is non-refundable in cases of cancellation of event less than 14 days of the event start of the contract. After Lessee leaves, the premises shall be inspected. If no violations are found the Lessee will receive a refund of security deposit at the end of the contract term.

3. **USE:** Lessee agrees to use the Facility for the general purpose set forth below, and will abide by all rules and shall end no later than 10 P.M. All outdoor functions must end at sunset. Use of the facility is limited to a four (4) hour period. Lessee agrees that Lessee will be present at function and will not sublet.

4. **Liability insurance:** Lessee shall provide a copy of Liability coverage with Bayshore Gardens as insured.

•Type of Activity: \_\_\_\_\_ # attending \_\_\_\_\_

•Day/s of Activity: \_\_\_\_\_

●Start Time of Activity:\_\_\_\_\_ End time of activity\_\_\_\_\_

#### GENERAL RULES

- All Music shall end at or before 10:00PM
- Everyone must be out of the facilities by 11:00PM
- Smoking Prohibited in any of the facilities
- All decorations must be removed from the facility. Trash placed in bins
- Only masking tape or painters tape may be used.
- Ice sculptures not allowed
- No open flame or fireworks
- Chairs are to be pushed up to tables when you leave

#### TERMS

PERSONAL PROPERTY: Bayshore Gardens shall not be responsible for any loss or damage to personal property of the Lessee or any property caused to be brought in by lessee.

LIABILITY: The work, services, or activity to be performed in the Hall/Screen Room under this contract will be performed entirely at the risk of Lessee who will carry any necessary or applicable liability insurance, for the duration of this contract, in an amount acceptable to Bay shore Gardens. The certificate of insurance if applicable must be provided to the District prior to any activity in the facility. Lessee agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this Agreement. Furthermore Lessee shall protect, maintain, save and hold harmless Bayshore Gardens Park and Recreation District and its officers, agents, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about the Property of the District

BAYSHORE GARDENS shall provide lessee with access, use and enjoyment of the Hall/Screen Room during the time set forth in section 3 and shall ensure that the reservation is clean and all systems, such as lighting, air conditioning, and any sound equipment, are functional on the date of the activity set forth in section 3. Will set-up tables and chairs per your drawings which must be submitted 5 days prior to the event. Rental agreement is 4 hours for event and one hour before and after for set up and tear down for a total of six consecutive hours unless additional hours are contracted for in advance.

BAYSHORE GARDENS will provide the name and contact information for our Rental Service agent if arrangements are to be made for deliveries other than the scheduled rental times. The arrangements must be made at least 48 hours in advance with our agent. The charges due the District for this service shall be at \$11.00 per hour in addition to the Rental agreement. The charge will be deducted from the Security Deposit.

FEE SCHEDULE

|                           | Resident | Non-resident |
|---------------------------|----------|--------------|
| Deposit                   | \$500.00 | \$500.00     |
| Per Hour Hall/screen room | \$75.00  | \$187.50     |

BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM

1002 F

TODAY'S DATE Oct 2, 2018

MEETING DATE Oct 10, 2018  
At least 8 days prior to meeting date

REGULAR MEETING  WORK SESSION  SPECIAL MEETING  EMERGENCY   
 COMMITTEE MEETING  BUDGET

Trustee requesting Sharon Denson

Subject: 710 Smokey 1028P

Reason Requested

Cont ds -  
BRIEF EXPLANATION  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MOTION IF NEEDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documentation attached

Received by \_\_\_\_\_ Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman  
Revised \_\_\_\_\_  
Effective 4/17/18



**BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
NO SMOKING AREAS**

1028 P

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Section 3 Use of district facilities—Persons entitled to use the district facilities and property of the district shall be limited to residents within the district, their family members and guests, and such other persons and groups as the trustees may authorize from time to time. The property of the district shall consist of real or personal property and improvements now or hereafter acquired, erected, or purchased by the trustees for the district. For the purposes of this act, each parcel of property in said district is hereby declared to be uniformly and generally benefited by the provisions hereof. Charter 2002-365

Smoking will not be allowed in or around the swimming pool or any building/office of the District.

Smoking will not be allowed in any area south of the District parking lot at Bayshore Gardens Park Recreation Center . This would include any areas south of the basketball court, maintenance building, or wood workers building as well as the road to the beach and the beach.

This would not include the parking lot, the baseball field, the marina, or the picnic tables north of the parking lot.

Date Approved \_\_\_\_\_

Date Revised \_\_\_\_\_

Date Effective \_\_\_\_\_

BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM

1002 F

TODAY'S DATE Oct 2, 2018

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REGULAR MEETING\_\_ WORK SESSION  SPECIAL MEETING\_\_ EMERGENCY

COMMITTEE MEETING\_\_ BUDGET

Trustee requesting Sharon Denson

Subject: Pets South of Rec Hall

Reason: No policy

BRIEF EXPLANATION

Days running off track, & clean up  
not happen 02 1027 P

MOTION IF NEEDED

Supporting documentation attached

Received by \_\_\_\_\_ Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
BAYSHORE GARDENS ANIMAL ORDINANCE

1027P

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Section 3 Use of district facilities—Persons entitled to use the district facilities and property of the district shall be limited to residents within the district, their family members and guests, and such other persons and groups as the trustees may authorize from time to time. The property of the district shall consist of real or personal property and improvements now or hereafter acquired, erected, or purchased by the trustees for the district. For the purposes of this act, each parcel of property in said district is hereby declared to be uniformly and generally benefited by the provisions hereof. Charter 2002-365

Pets, other than Service Animals wearing their official harness, will not be allowed south of the parking lot at the Bayshore Gardens Recreation Center except on the road and at the beach.

Pets and other than Service Animals wearing their official harness will not be allowed south of the basketball courts, and Maintenance building.

Pets will be allowed on the Baseball field, marina, and all areas north of the above described perimeters as well as the road to the beach and at the beach. Pets **must** be on a leash no longer than 8 feet long, and must have their rabies tags. Pet owners **must** remove feces deposited by their pets from any public property.

Pets cannot be left unattended in a vehicle on District property.

Date Approved \_\_\_\_\_

Date Revised \_\_\_\_\_

Date Effective \_\_\_\_\_

**BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM**

1002 F

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REGULAR MEETING\_\_ WORK SESSION  SPECIAL MEETING\_\_ EMERGENCY

COMMITTEE MEETING\_\_ BUDGET

Trustee requesting

Sharon Denson

Subject:

Reservation for picnic area

Reason

Do not have

**BRIEF EXPLANATION**

Requested by Reservations - Limited  
Reservations 1029 P & 1029 F

**MOTION IF NEEDED**

Supporting documentation attached

Received by \_\_\_\_\_

Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

**BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
PICNIC PAVAILION RESERVATION**

1029P

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Section 3 Use of district facilities—Persons entitled to use the district facilities and property of the district shall be limited to residents within the district, their family members and guests, and such other persons and groups as the trustees may authorize from time to time. The property of the district shall consist of real or personal property and improvements now or hereafter acquired, erected, or purchased by the trustees for the district. For the purposes of this act, each parcel of property in said district is hereby declared to be uniformly and generally benefited by the provisions hereof. Charter 2002-365

The picnic pavilions may be reserved following the procedures laid out in this Policy:

1. No more than five of the eight pavilions may be reserved at any given time on a First call basis. The District Office will determine if a Pavilion is available on any given weekend and make the reservation if possible.
2. The District reserves the right to use the pavilions on Holidays.
3. The reservations are for weekend only (Saturday or Sunday). Week day reservations will not be considered.
4. The Pavilions will be numbered and the number assigned at time of reservation
5. The reservations will be handled thru the District Office only. Mon-Fri, 9:00AM until 4:00PM
6. There will not be a charge for the reservation
7. Your Pavilion will have a sign on it with name of reservation and the pavilion number.

Date Approved \_\_\_\_\_

Date Revised \_\_\_\_\_

Date Effective \_\_\_\_\_

**BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
PICNIC PAVILION RESERVATION FORM.**

TABLE # \_\_\_\_\_  
1029F

1. Pavilions/tables **Only** may be reserved.
2. No more than five of the eight pavilions/tables may be reserved at any given time on a First call basis. The District Office will determine if a Pavilion is available on any given weekend and confirm the reservation.
3. The Reservation should be made at least 7 days ahead of the event
4. The District reserves the right to not accept reservations on a Holiday weekend.
5. The reservations are for weekend only (Saturday or Sunday). Week day reservations will not be considered.
6. The Pavilions/Tables will be numbered and the number assigned at time of reservation
7. The reservations will be handled thru the District Office only. Mon-Fri, 9:00AM until 4:00PM,
8. There will not be a charge for the reservation
9. Your Pavilion/Table will have a sign on it with your name and the pavilion number.
10. Your Pavilion area must be clean when you leave. (If you brought it, take it with you, do not leave on the District Property)
11. Do not load and unload your vehicle in the road.

Party making the reservation: \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

Phone # \_\_\_\_\_

Date of the Event \_\_\_\_\_ Time of the Event from \_\_\_\_\_ To \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

Date Approved \_\_\_\_\_

Date Revised \_\_\_\_\_

Date Effective \_\_\_\_\_

BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM

1002 F

TODAY'S DATE 10/2/18

MEETING DATE 10/10/18  
At least 8 days prior to meeting date

REGULAR MEETING\_\_ WORK SESSION\_\_ SPECIAL MEETING\_\_ EMERGENCY  
\_\_ COMMITTEE MEETING\_\_ BUDGET

Trustee requesting Sharon Denson

Subject: Banner Sales Contract

Reason Do not have

BRIEF EXPLANATION

Paying commissions without agreement  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MOTION IF NEEDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documentation attached

Received by \_\_\_\_\_ Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

**BAYSHORE GARDENS PARK AND RECREATION DISTRICT**

**BANNER CONTRACTOR AGREEMENT**

**1017 A**

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This Employment Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties: The Employer, Bayshore Gardens Park and Recreation District, a Special Taxing District created by the laws of the state of Florida, having its principal place of business at the following address: 6919 26<sup>th</sup> St W, Bradenton, Florida 34207,

and \_\_\_\_\_, an individual, having a primary address at the following: \_\_\_\_\_

Hereinafter, "Employer" will refer to and be used to describe the following party: Bayshore Gardens. "Contractor" will refer to and be used to describe the following party: \_\_\_\_\_ . Employer and Contractor may be referred to individually as "Party" and collectively as the "Parties."

**RECITALS:**

*WHEREAS, Employer wishes to retain Sub-Contractor for certain work-related services,*

*WHEREAS, Contractor wishes to render such services to Employer.*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

**1) TYPE OF EMPLOYMENT**

This Agreement is made for a permanent, full-time Contractor commission sales rep for the Bayshore Banner.

**2) POSITION**

Employer will employ Contractor in the following position: Banner sales ("Position"). In this Position, Contractor will report to the following:

- Banner Trustee
- District Office Manager.



**Contractor will be responsible for the following duties:**

1. Sell ads for the Banner publication and submit contract with payment in full to the District office by the 15th of the month before publication and will be paid **40%** of the total commission due \*\*
2. Collect payment and remit to the District Office and will be paid **20%** of the total commission due\*\*
3. Insure the advertisement from the client is submitted to the office in a timely manner. And will be paid **20%** of the total commission due \*\*
4. Follow up with client for approval of the advertisement that is to be published, and will be paid **20%** of the total commission due.\*\*

**Total amount to be paid if all requirements meant in this paragraph shall not exceed 25% of the total price of the advertisement sold to the client. Failure to complete 1-4 shall result in a subtraction from the total for each of the 1-4 items above not completed.**

**\*\* if requirements are not met, that portion of the commission will be retained by the District or paid to contractor that fulfills that duty.**

Contractor will also be responsible for other duties as may be assigned and may arise from time to time.

Contractor **shall not** make any commitments for the District other than is contained in this agreement.

Employer reserves the right to change Contractor's title, as well as duties, reporting relationships, and other details of employment with the exception of hours and compensation, as may be determined necessary by Employer. Employer agrees to maintain Contractor positions and duties as such as may be consistent with his/her experience, education, training, and/or other qualifications.

### **3) RELATIONSHIP**

The terms and conditions of the relationship between Employer and Contractor shall be determined by any applicable policies and procedure manuals, employee manuals, or other written governing documents belonging to and utilized by Employer, as well as by this Agreement. In case of any dispute or conflict between this Agreement and other written policies and/or procedures owned and utilized by Employer, this Agreement shall govern.

### **4) PROBATIONARY PERIOD**

Contractor will be subject to a probationary period of the following: 90 days. During this probationary period, Employer may terminate the employment relationship at any time, for any reason, in Employer's sole and exclusive discretion, with or without notice.

## **5) CONTRACTOR'S COVENANTS**

Contractor agrees to carry out and perform the duties required by the Position to the best of their skill, ability, and experience. Contractor agrees to execute the position faithfully and in compliance with any of Employer's instructions, written and/or oral, announced by Employer. - Contractor further acknowledges and agrees that Employer may change position, title, assignments, duties, responsibilities, and reporting requirements at any time, and in Employer's sole and exclusive discretion. Contractor agrees that any such change will not result in termination of this Agreement and further represents and warrants that it is not a party to or bound by any other employment agreement or contractual obligation which would prevent Contractor from entering into this Agreement or fully performing the employment duties hereunder.

## **6) COMPENSATION**

For the services performed by Contractor under the terms of this Agreement, Employee will receive the following commission compensation structure:

Contractor will receive 25% commission providing he completes the sale, collects the payment, submits the camera ready ad, and provides a proof to the advertiser to confirm prior to publication. **(See (2) Position)**

Such compensation may be subject to normal state and federal deductions. Payment will be made as follows:

Will be paid every two weeks providing the requirements have been met and the commission work sheet is submitted at least 3 business days prior to payroll.

Compensation shall be reviewed in the following manner:

When sales rep has failed to perform all of the duties connected to his/her commission

No expenses are authorized by this agreement.

## **7) SCHEDULE & LOCATION**

Contractor establishes his/her own schedule

## **8) VACATION & HOLIDAYS**

Contractor may take vacation time with at least a one (1) week notice to Banner Trustee and District Office Manager. Excessive absenteeism may result in termination of this contract. (6 weeks or more in a calendar year)

## **9) TERM & TERMINATION**

The relationship between Employer and Contractor shall be considered at-will. The starting date for the employment is \_\_\_\_\_ ("Starting Date"). Sub-Contractor will be expected to begin work on the Starting Date. This Agreement shall continue in full effect until terminated by either of the parties as outlined below.

(a) Employer may terminate this Agreement at any time, with or without notice, for any reason or no reason at all. Employer does not need cause to terminate Contractors employment.

(b) Contractor may terminate this Agreement at any time, by giving the employer not less than 1 week's written notice. Oral notice shall not suffice.

## **10) PROPERTY**

If Contractor has obtained any property belonging to Employer in the course of the Employment relationship, Contractor agrees to return such property fully, with no damage thereto, at the termination of this Agreement.

## **11) INTELLECTUAL PROPERTY**

Sub-Contractor hereby covenants and agrees not to release or otherwise disclose any List/Information of Clients that they may have received in the course of the employment.

## **12) ASSIGNMENT**

Employer's rights and obligations under this agreement will inure to the benefit and be binding upon any of Employer's successors and assignees.

## **13) JURISDICTION & GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the state of Florida and any applicable federal laws. Both Parties consent to jurisdiction under the state and federal courts within the state of Florida.

## **14) ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

**15) HEADINGS**

Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

**16) SEVERABILITY**

If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

**17) NO WAIVER**

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

**19) NO MODIFICATION**

No modification of this Agreement shall be valid unless in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

\_\_\_\_\_ Name of Contractor

\_\_\_\_\_ *Signature of Contractor*

\_\_\_\_\_

BAYSHORE GARDENS PARK AND RECREATION DISTRICT

*Name of Employer*

\_\_\_\_\_

*Signature of Employer Representative*

\_\_\_\_\_

*Title of Employer Representative*

\_\_\_\_\_

*Date*

Date Approved \_\_\_\_\_

Date Revised \_\_\_\_\_

Date Effective \_\_\_\_\_