

NUNEZ TENNIS TRAINING

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Date: November 2nd, 2016

Meghan Cianelli Bennett
Purchasing Supervisor
City of North Miami Beach
17011 NE 19 Av., 3rd Floor
North Miami Beach, FL. 33162

RFP No.2016-07 Operational Management Services for
the City North Miami Beach Judge Arthur I. Snyder

Dear Meghan :

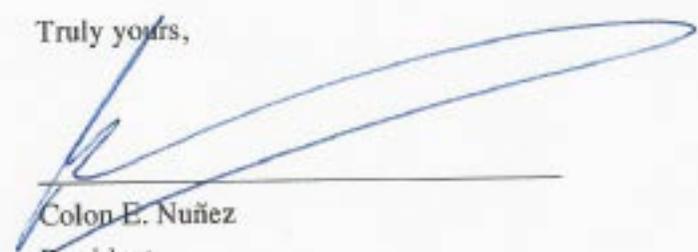
As President of Nunez Tennis Training (referred to hereafter as “NTT”), I appreciate the opportunity to offer you our Proposal for the operation and management of the North Miami Beach Arthur Snyder Tennis Facility (referred to hereafter as “NMB Tennis Center” or the “Center”). I have been engaged in the wonderful world of tennis for over 45 years. My career has been spent as a tennis facility operator, manager, coach, trainer and consultant to individuals of all ages and backgrounds who were looking for professional guidance in these areas. I feel blessed to have touched so many lives in a positive way. Suffice to say, I want this opportunity to do more.

My personal style is to demonstrate a positive attitude in my business and tennis activities. Whether I am coaching a top-ten professional player, or running a tournament for 8 year old girls, my goal is the same- to introduce a love for the game of tennis. The more you give to tennis, the more it gives to you. I believe my temperament, background and experiences leave me well-qualified and well-suited to operate the NMB Tennis Center .

My carrier began in 1970 as a Davis Cup player for the Ecuadorian National Team. Thereafter, I played many years on the professional ATP tour. I then enhanced my global experience in the 80’s by coaching top-ten world ATP players at Hopman International Tennis Academy in Largo, Florida. I then moved to Miami where over the next 20 years I assumed full responsibility of operations and management of the internationally acclaimed Turnberry Isles Resort Club Tennis Facility. I then relocated my Academy to the NMB Tennis Center for 2 years, operating as a sub-tenant of the current operator. Currently, I am running my tennis academy at the Aventura Waterways LA Fitness Tennis Courts.

I am proud of what we have accomplished. My extensive Tennis background gives me a perfect understanding of the NMB Tennis Center and provides me with abundant confidence that I can significantly enhance the Center’s quality of service and business performance.

You will find my Proposal package clearly divided by sections as requested in RFP No. 2016-05/07.

Truly yours,

Colon E. Nuñez
President
Nunez Tennis Training

SECTION A : NUNEZ TENNIS TRAINING : SCOPE OF SERVICES PROPOSED

Since 1993, NTT has a leading force in the tennis industry in the Aventura/ North Miami Beach area. Our primary purpose has been to develop tennis players of all ages, abilities and backgrounds by helping them to achieve their potential as athletes, and as people.

For over 30 years, internationally renowned Coach Nuñez has coached top players in the game, including French Open Champions, top ATP players, USTA National Champions, Top World Juniors Players, and NCAA Champions. Although thousands of players have come through our system, every player is unique and special to us and NTT strives to make each player part of the ever-growing Nuñez family. NTT is proud of each and every player that has worked with us to make the most of their training and maximize their potential.

NTT offers a wide scope of solutions to satisfy any tennis player's profile:

- **After School Program** is aimed at local juniors who want to exercise, have fun and improve their tennis game during the week. Health professionals know getting kids to become physically active is critical and this program makes it fun and easy for students to live an active and healthy lifestyle. Every afternoon begins with a 30 minute warm up consisting of coordination, footwork, and stretching exercises. Students are then placed into groups depending on skill level, where they play under the guidance of instructors.
- **Summer Camp** is a great time for recreational players to get serious and train in a full time program over vacation. With a combination of one-on-one coaching and group training, players can learn all the fundamentals of tennis they need to take them through their tennis career. Whether they are recreational or competitive players our Summer Camp is built to help improve their game while having fun and making friends. Players from all over the world come every summer to NTT to experience world class tennis training in beautiful South Florida weather.
- **Full-time Academy program** is geared toward the competitive player that is looking to perfect the physical and mental parts of their game. Training with experienced coaching staff consisting of former ATP, ITF and NCAA players, the student receives the best coaching available. Morning session consists of strategically planned drills and exercises to improve overall performance. Afternoon training sessions are more focused on competitive match play and tactics. Each student also receives a personalized training program and physical fitness assessment given by NTT's certified Personal Trainer. This program is for serious, hard-working, competitive players wanting to take their game to the next level and has produced many accomplished players.

- **Adult training program** is geared towards players that are serious about improving their game while having a great time. Coach Nuñez and his staff improve weaknesses while teaching how to capitalize on strengths. Each day during the Adult Training program students learn how to: develop better stroke mechanics, improve footwork, use the right strategy against different opponents, play with more confidence, and win more matches.
- **High Performance Training Program** is a world class, high intensity program reserved for those who strive to develop a tennis career and improve their skills rapidly while continuing their education. The High Performance team at Nuñez Tennis Training uses innovative teaching techniques along with a personal training program to fit the individual needs of each player. Players have a support team built around them to ensure proper development as a player and most importantly as an individual.

SECTION B: OVERALL BUSINESS APPROACH / INVESTMENT / FINANCIAL PLAN

I was fortunate to be among the coaches working in the NMB Tennis Center for over two years (March 2012 – August 2014) and I am proud to have always been well appreciated by all of the members and residents. Of course, this experience enables me to identify areas in need of improvement.

Our vision is to transform the NMB Tennis Center into a facility where all of North Miami Beach and its neighboring communities will feel appreciated, welcomed and desirous of feeling part of bringing the Center back to one of the best tennis destination in South Florida.

Our goal is to share with all neighboring communities the benefits of exercise through tennis and other physical activities.

The Center can and should become an exciting and attractive sports facility where people enjoy top grade city facilities.

Our Values are:

- To stimulate competitive tennis at all levels
- To welcome players of all backgrounds, abilities and ages.
- To help everyone develop confidence through fitness and competition.
- To promote health, camaraderie and fun among the members
- To respect the environment.
- To be accountable and transparent to the community of North Miami Beach.

We have combined our team's professional experience at the NMB Tennis Center to build a realistic business plan taking into account the specificities of the facility, its members and the City of NMB requirements.

Our business approach will be split into 4 distinct sub-sections in our Proposal:

- In the subsection B1] **MARKETING PLAN**, NTT will discuss our plan to develop the turn over and enhance the awareness of the NMB Tennis Center
- In the sub-section B2] **SPORT ACTIVITY**, NTT will list the wide range of services to be provided to match any potential customer demand
- In the sub-section B3] **ADMINISTRATION PLAN**, NTT will discuss the proposed administrative process
- In the sub-section B4] **FINANCIAL PROPOSAL**, NTT will deal with the compensation to be paid to the City of NMB

B1] NUNEZ TENNIS TRAINING MARKETING PLAN

- In order to improve community awareness, NTT will introduce the NMB Tennis Center to the business communities in the area by establishing communication and building a relationship with Business groups such as the Chambers of Commerce of NMB, Aventura and Sunny Isles and the Aventura Marketing Council, etc.
- In order to enlarge the base of potential customers, NTT will promote the NMB tennis center activity program directly to the businesses, hotels and residential condominiums in the area.
- NTT will market the public and private schools in the area to develop synergies and wellness programs for the students.

NTT will designate a full time "Ambassador" responsible for developing these above-described relationships. He/she will hold meetings on a monthly basis with the business teams, Hotels staff and residential condominium managers within a radius of 10 miles to present the benefits of the NMB Tennis Center and open more business opportunities. NTT will join the NMB Chamber of Commerce and partner with it to generate more business for the Center and the City.

The “Ambassador” will also be in charge of finding sponsors and advertisers by proposing events to firms, companies and groups desirous of developing a communication strategy that combines athletic performance, dynamism and emotion.

The “Ambassador” will also be in charge of the internet site maintenance and the advertising and commercial offers throughout the internet social media.

NTT draw on its extensive relationships to invite on a regular basis former professional NTT and ATP players to participate in clinics and camps, demonstrate all aspects of the game, and share their expertise with the NMB community.

Some of the personalities that NTT has an ongoing personal relationship Andres Gomez (French Open Champion), Michael Chang (French Open Champion), Nicolas Lapentti (top 10 ATP Player), Fernando Gonzales (Olympic gold medal winner), and Ivo Karlovich (top 30 ATP player). In addition, there are many other champions we can draw upon who would be willing to support NTT’s NMB Center initiatives.

B2| NUNEZ TENNIS TRAINING : SPORTS ACTIVITY PLAN

NTT will offer a wide range of services to provide the correct solution for every customer profile. The list below is illustrative and not exhaustive and can be expanded according to each customer’s request.

In addition of the services listed below, NTT wants to confirm that it will comply with all the city of NMB requirements listed in the scope of services in term of courts availability on a weekly basis.

• **Rental Court activity :**

Members can reserve courts 24 hours in advance. Court time allowed for singles will be one (1) hour and for doubles (1.5) hours

Players can continue to play after their allotted time if next hour available (at extra-cost).

Daily Tennis Court Fees:

Non-Resident \$12.00 per person/ Resident of the City of NMB \$10.00 per person

Light Fees: \$2.50 per person

- **Annual Membership :**

- Annual memberships will be sold on an ongoing basis, renewable each year on the anniversary..
- The benefits for membership include free use of Arthur I. Snyder 18 tennis courts (except light fees) with the ability to reserve courts 24 hours in advance.
- Yearly membership will include a discount of 10% on all tennis lessons, clinics, programs and pro shop purchases, and a from our Tennis Staff a free service of “partner proposal” to organize matches.
- Include a complimentary 30-minute evaluation with the Director of Tennis.
- Single Resident Annual Membership : \$345.00 / Single Senior Resident Annual Membership : \$255.00
- Single Non-Resident Membership : \$660.00 / Single Senior Non-Resident Membership : \$415.00
- Couple Resident Annual Membership - \$480.00 / Couple Non- Resident Membership - \$980.00
- Junior Resident Membership- \$165.00 / Junior Non-Resident Membership -\$295.00
- Family Resident Membership - \$550.00 (2 adults 2 kids, extra child \$110.00)
- Family Non- Resident Membership -\$1,145.00 (2 adults 2 kids, extra child \$110.00)

- **Adult Clinics**

- NTT will offer adult clinics for a minimum of 4 players. Schedules will be flexible depending on the players’ request.
- Schedule : 7:00PM to 8:30PM (flexible)
- Rates : \$25.00/person (minimum of 4 players)

- **Adult camps :**

- Our Adult camps are tailored for players who want to participate in a fast-track learning experience through a personalized training program offered by Director Colon E Nunez.
- Each program will include a one on one tennis sessions with Coach Nunez himself or one of his most experienced coaches as well as a session with an ex-professional player.

- Schedule: 9:00 AM to 11:30 AM / 11:30AM to 1:30 PM Lunch and break and 1:30 PM to 4:00 PM on court.
- Camp Rates: Full-day Tennis Only \$525.00 / Half-day Tennis Only \$295.00 (Prices subject to change depending on the tennis level)

- **Junior Camp :**

- Our junior camp will be open for beginners to competitive young players and will be organize during each official holiday periods on a weekly package base, full day or ½ day
Schedule : Monday thru Friday 9:00 to 11:30 AM / 11:30 to 1:30 PM Lunch and rest break / 1:30 to 4:00 PM
- Rates : (Prices subject to change depending on the tennis level)
- Full-day Tennis Only \$425.00 / Four weeks: \$1,550.00
- Half-day Tennis Only \$250.00 Four weeks: \$ 900.00
- Each weekly package will include 25 hours (Full-day) or 12.5 hours (Half Day) and will cover :
- Stroke Production / Match Play and Strategy / Physical training / Mental toughness training on and off court Hours
- Clinics and camps will be offer on a seasonal basis (winter, summer, holiday camp, etc)

- **Private lessons:**

- A team of professional coaches certified USPTA or USPTR will be available for both members and non-members of all ages and skill levels.
- Rates : from \$70.00 to \$125.00 / hour depending on the coach level
- Package of 10 lessons : 10% Discount / Package of 20 lessons : 20% discount
- Monday to Friday: 8:00 AM – 8:00 PM / Saturday-Sunday : 8:00 AM - 12:30 PM
- Personalized training/video tape evaluation (Optional)

• **USTA LEAGUE TEAMS :**

- NTT will organize Adult, Junior or Senior, USTA League teams which are important components of a successful tennis program. League tennis offers exciting competition in a social atmosphere, encouraging new membership while keeping existing members active.
- Leagues will run a minimum of five weeks to a maximum of nine weeks and will be set up based on NTRP ratings.
- Competitive teams, consisting of a minimum of eight to fifteen players with structured rules and regulations for play, will be competing at the same skill level as their opponents in match play.
- League Fees are including court and light fees
- Rate : \$40.00 for members / \$50.00 for non-members, not including any court fees charged by other home teams.

• **USTA Official Tournaments :**

- NTT will organize a total of 6 USTA sanctioned tournaments every year covering all the different age group (junior adult and senior)

New Sanction Form

All Tournaments
 Sanctioned Tournaments
 Non-Sanctioned Tournaments

Tournament Manager: **Nunez Tennis Training**
 Year:
 Status:

Division Abbreviation Legend

Action	Date	Tournament Name	Events	TDM	Status	Tournament ID
	5/28/2016	Nunez Summertime Championships Level 7	Level 7: BG(16-18 (78'Court/Yellow Ball)),s,FMLC	TDM	Approved	150040816
	7/16/2016	Nunez Summer Fun Classic Level 7	Level 7: BG(16-18 (78'Court/Yellow Ball)),s,FMLC	TDM	Approved	150041116
	7/23/2016	Nunez Level 7 Summer Jr Championships	Level 7: BG(16-18 (78'Court/Yellow Ball)),s,FMLC	TDM	Approved	150042116
	8/27/2016	Labor Day Championships Level 7	Level 7: BG(16-18 (78'Court/Yellow Ball)),s,FMLC	TDM	Approved	150041816
	10/1/2016	Nunez Tennis Fall Open	MW(Op)s,FMLC	TDM	Approved	150041716
	12/10/2016	Nunez Winter Classic Level 7	Level 7: BG(12-14 (78'Court/Yellow Ball)),s,FMLC; Orange Level 1: BG(10 (60'Court/Orange Ball)),s,RR	TDM	Approved	150041616

- **City of North Miami Beach Championship :**

- NTT will organize every year the NMB City Championship in collaboration with the City of North Miami Beach and all of the schools.

- **Special Events :**

NMB Tennis Center has the potential to host many tennis events, NTT will organize:

- PRO-AM Charity events / ROUND ROBIN MIXERS / USTA Free Tennis Clinics,
- Youth Tennis Festival Days / Grass Roots Multicultural programs / Wheel-Chair clinics
- Exhibitions with ATP/WTA players

- **City of NMB OUTREACH Program**

- NTT wants to be an active partner of the outreach program proposed by the City of NMB and will collaborate with the city officials in any initiative.

B3] NTT ADMINISTRATION PLAN

- The Tennis Center will be open to the public seven days a week, Including Holidays
- operational opening time : 8:00 am / closing time : 9:00 pm Monday to Friday
- operational opening time : 8:00 am / closing time : 5:00 pm Saturday & Sunday
- NTT will operate a Pro-Shop :

The Pro-Shop will be the center of activity and as such will be perfectly maintained. The interior furnishings will be comfortable, durable and inviting. Tennis themes will be prevalent in design and clients and guests will be able to enjoy the latest in live TV tennis matches, magazines and coffee and will be offered the following services to all customers at a competitive pricing:

- Professional Racquet Stringing, re-gripping and customization services, seven days a week.
- A wide range of strings with a starting price point at \$13.00 with a labor charge of \$15.
- Tennis & racket ball balls

- Sale of accessories: grips, balls, hats, headbands, wristbands.
- A ball machine will be available for rental.
- NTT prepare for its members and visitors a safe environment, including:
 - A system of multiple security cameras to be placed in strategic locations throughout the property.
 - A monitoring system will be located at the pro shop front desk and permanently reachable from the Management team smartphones.
- Maintaining a clean facility has always been and always will be mandatory for NTT: Restrooms, Shower and Bathrooms will be cleaned sanitized and maintained at least three times daily.
- NTT will ensure the continuity of the maintenance of the full facility by ensuring the maintenance staff matches and exceeds the industry standard in a professional manner.
- All areas will be kept clean, orderly and in safe conditions.
- All products used will be conform to the highest industry standards and comply with all environment rules and regulations
- Clay Court Maintenance process :

Clay Courts at the Center have a tendency to become very firm over time due to the high moisture content of the courts and as such, require maintenance to be pro-active :

Our permanent court maintenance workers:

- Will groom the surface using a court rake to smooth out and level any accumulation of material.
- Will agitate the subsurface of irrigated courts on a regular basis to inhibit the growth of algae and fungus.
- Will also clean the tapes using a line broom.
- Will “as needed” perform heavier maintenance which will include Agitating/Scarifying, Patching, Rolling, adding Top Dressing with attention paid to Coarse Blend Material in order to replicate the sliding surface and playability of sprinkler irrigated clay courts.

Our Long-Term Courts Maintenance and Up keep:

- South Florida weather conditions of rain, extreme sunlight, wind and certainly, play over time will cause surface material to wash off the courts and to shift from the high side of the court to the low side of the court. Over time, the Tennis Center's Hydro Court will lose their ideal surface depth of 1" and the slope of the court will begin to "flatten out". These changes will cause the court to shift under rolling, shift under play and drain poorly, resulting in less than optimum (possibly even dangerous) playing conditions.
- Consequently, subsurface-irrigated Hydro Courts should receive a "laser-tapered" resurfacing every 7-8 years.
- Hard Court / Racquetball Court maintenance process:
Court maintenance worker will:
 - Remove all foreign material weekly with a power blower.
 - While rain will keep the surface clean most of the time, we will rinse the courts weekly to insure a surface free of debris;
 - High-Pressure cleaning will be done in an average every 6 month (regular washing can add as much as two years to the life of the court)
 - NTT will replace nets and windscreens as needed.

B4] NUNEZ TENNIS TRAINING : FINANCIAL PROPOSAL

In order to insure the continuity in the normal operation of NMB Tennis Center , if selected, NTT will negotiate to acquire all or some of the existing maintenance equipment from the current operator.

The financial proposal you will find below is made under the following assumptions:

- 1) That the existing financial and maintenance support now supplied by the City of North Miami Beach will remain the same for NTT.
- 2) That all revenue for memberships sold by the current operator will be prorated. The former contractor shall keep the membership revenues generated for the period of time up to turnover and NTT shall receive prorated revenues or credits for the membership fees for the period after turnover.

NTT propose to pay to the city of NMB as follow:

Year 1: \$2000 per month guaranteed

Year 2: \$2000 per month guaranteed against 7.5% of Total Gross Receipts over \$28000

Year 3: \$2000 per month guaranteed against 8.5% of Total Gross Receipts over \$31000

Year 4: \$2000 per month guaranteed against 10% of Total Gross Receipts over \$35000

Year 5: \$2000 per month guaranteed against 10% of Total Gross Receipts over \$38500

Please note: If NTT is selected, NTT executives are open to discuss these and other terms with the Evaluation Committee.

Section C : NUNEZ TENNIS TRAINING: FIRM QUALIFICATION and EXPERIENCE

- Since 1987, NTT has played a major role in the tennis industry.
- Since 1987, more than 40 000 players have enjoyed NTT experience
- Since 1987, NTT has managed a group of 10 coaches simultaneously.

The qualification and experience of NTT can be seen through the profile and past activities of Colon Nunez himself over the last 37 years, as well as through his excellent reputation among the international professional tennis community.

COLON NUÑEZ:

Mr. Nunez, originally from Ecuador and a US Citizen, played on the ATP tour from 1970-1980. He played Davis Cup for Ecuador for seven consecutive years. At the conclusion of his ATP career, he served for six years as the Director and Head professional of the legendary Harry Hopman International Tennis Academy in Largo, Florida. During that time, he also helped to open the Harry Hopman International Academy in Bologna, Italy.

Coach Nuñez has trained and worked with well-known professional tennis players including six past Grand Slam Champions; Andres Gomez, Michael Chang, Jim Courier, Mary Pearce, Paul McNamee and Peter McNamara amongst others. He continues to work with current ATP/WTA touring professionals, collegiate tennis players and nationally ranked juniors. Over the years, he has been involved in the coaching and development of over forty thousand (40,000) children utilizing his time proven methods.

For the past twenty-five years Colon has successfully owned and operated NUÑEZ TENNIS TRAINING at the Turnberry Marina Yacht Club in Aventura, at the Arthur Snyder Tennis Center and currently at the Aventura Waterways LA Fitness Tennis Courts. With nearly forty years of professional experience, has provided quality tennis instruction, training and services with his team of certified teaching professionals.

His responsibilities in this role included: membership services, facility management, operation of the tennis pro shop, overseeing the maintenance as well as the marketing for programs which are ongoing annually.

A World-Class Coach, his teaching methods and staff development programming have enabled him to create a team of certified USPTA or USPTA teaching professionals with the ability to generate positive teaching, coaching and playing experiences for all level of players.

President and Director of Nuñez Tennis Training, with over 30 years of managerial experience in Tennis Clubs, has coached many top ten players and in particular two of them that won Roland Garros, Andres Gomez and Michael Chang, has several Jrs. and Colleague National and International Champions over his 37 years of coaching.

DANIEL ENCINAS: ATP player and Co-Director of the High Performance Program at NTT, Daniel has been part of the Chilean South-American Team along with good friends Nicolas Massu and Fernando Gonzalez. He was a Chilean National Champion as a junior in both singles and doubles (16's, 18's). During his short career in the pro circuit he always showed sportsmanship and dedication to the sport. Now Daniel is a well know High Performance coach in South-America and in Florida. Daniel is a USPTR member and is one of the key coaches of Nunez Tennis Training OUTREACH PROGRAM which will be help young talented underprivileged kids to become better person and professional tennis players.

ERIC NUÑEZ: ATP player and Director of the High Performance Program at NTT, Eric has been part of the US Jr. Davis Cup Team along with good friend, Andy Roddick. He was a USTA National Champion as a junior in both singles and doubles (16's, 18's). He was the top recruited player in the country for college in the year 2000 before turning pro and playing on the ATP World Tour for 10 years. He achieved a ranking within the top 180 in the world, winning challenger and future events and recording wins over players like Kevin Anderson (#30), Yen-Hsun Lu (#33), and Ricardo Mello (#50). Eric is currently a National coach for the USTA in Orlando, Florida new headquarters facility.

ANDRES GOMEZ: A Grand Slam champion will be the visiting touring pro, he will be available for all the programs NTT is offering in a seasonal basis.

WAYNE BOICH: CEO of Boich Company LLC. After devoting two decades of his life playing juniors, University and Professional Tennis. Wayne is now the CEO of Big Wayne. Wayne expanded his father's vision to a multi-million company private equity firm. Wayne is credited

for this success because his savvy in business and the ability to recognize opportunity, which drive him to have developed many real estate deals and businesses all over the United States and International with a real conscience of protecting the environment.

Today Wayne and his wife and kids live in the Miami area and spend their winters in the Hamptons. Wayne was recently elected to the Board of Directors of Nunez Tennis Training OUTREACH PROGRAM which will help young talented underprivileged kids to become better person and professional tennis players.

SECTION D : EXPERIENCE OF KEY PERSONNEL

The NTT Key Personnel are Colon Nunez acting as the Director of the Tennis Center helped by his co-director Daniel Encinas. They will be the main contact persons reachable 24/7. They will take care of all the sports operation and manage the pros staff to ensure the quality of the services.

A team of experts will support the management team in the development of the tennis center :

- Eric NUNEZ as a permanent connection with the USTA organization in charge of the development of all collaboration with Martin Blackman – General Manager of the USTA player development department
- Andreas Gomez – former grand slam champion – as a permanent ambassador promoting NTT tennis programs around the tennis world.
- Wayne Boich as a financial advisor and support

You will find resumes of each of them in this section below (as well as in the previous section)

Contact Person: Colon Nunez Founder & director of NTT

Supervisory personnel: COLON NUNEZ and DANIEL ENCINAS: CO-DIRECTORS

COLON NUNEZ PROFILE: *See above Bio.*

DANIEL ENCINAS PROFILE: *see above Bio.*

ERIC NUÑEZ PROFILE: *See above Bio.*

ANDRES GOMEZ PROFILE: *See above Bio*

WAYNE BOICH PROFILE : *See above Bio.*

SECTION E : FIRM'S RESOURCES AND EXPERIENCE WITH GOVT. ENTITIES

We are ready to hit the ground running. In order to ensure a smooth transition to the current members of NMB Tennis Center, NTT has the resources ready to buy the existing equipment and other materials from the current operator or other vendors.

- NTT will provide front-desks, chairs, computers, Flat Panel TV, Lights,
- NTT will acquire or upgrade, equipment vehicles (EZ-GO) as needed.
- NTT will do all general repairs, pressure cleaning
- NTT will be responsible for the care and upkeep of the Clubhouse, Pro shop

See below the non-exhaustive list of the equipment :

Clay Court Maintenance Grooming Equipment

- Drag Brush/Lute, Aussie Clean Sweep, Select Bristle Drag Brush,
- Line Sweepers, Line Scrub, Replacement Brush Assemblies

Hard-court Maintenance:

Water Removal Equipment

- 6 Water squeegees, 6 Roller Squeeze, 6 Roll-dries

Windscreens:

Clay Court Windscreens for about 1200 lf

Hard courts Windscreens approx. 800 lf

SECTION F : CLIENT REFERENCES

- Perhaps the best demonstrations of past successful ventures are all the recommendations and previous contracts that you will find in the section G.

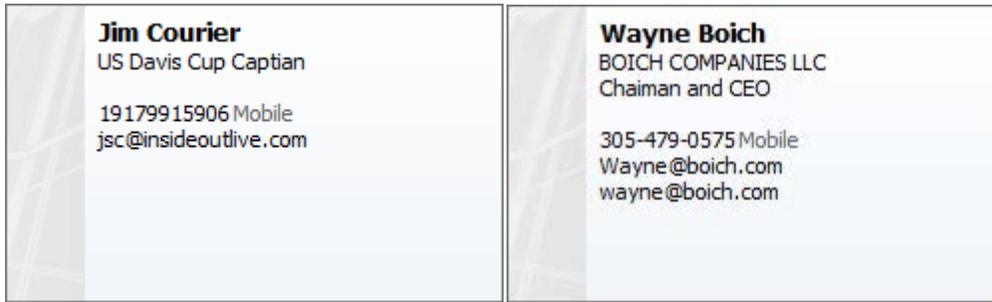
Those recommendations letters and contracts have been provided by:

- Jens Grafe and Darrell Sheaffer; General Managers of the Turnberry Isle Resort and Club
- Fred Stolle Director of Tennis Operations of the Turnberry Isle Resort and Club
- Werner Riffel Director of Finance of the Turnberry Isle Resort and Club

- You will find certification that NTT/Colon E. Nunez operated and managed the Turnberry Isle Resort & Club from 1993 to 2012.
- Sports Advisories Consultant in a letter of termination dated august 31, 2016 and signed by the current operator Jay Senter confirms that NTT/Colon E. Nunez was a bi-monthly tenant “at will” from March 2012 until August 2014.
- You will find also the current ongoing contract between NTT and LA Fitness International LLC.
- NTT/Colon E. Nunez has NO pending lawsuits
- NTT/Colon E. Nunez, City of NMB, Sport Advisory Consultant, Jay Senter, Lester Gruda, Judith Rosen and Eric Nunez were suit by Thomas Fowkes in September 20, 2012 and a Mediation Settlement Agreement was reach in June 18, 2014, (documents are provided in the next section G.)
- Letter from The Point of Aventura Tennis Club accepting services to resurface their Hydro Courts date August 4, 2012
- Letter from Wayne Boich, Chairman and CEO of Boich Companies LLC ; Wayne being also the Chairman of the Board of Directors of the NTT OUTREACH PROGRAM, as well as one the main financial guarantor and advisor of NTT.

REFERENCES:

<p>Fred Stolle Tennis Legend</p> <p>305-924-6700 Mobile 305932-3196 Home fiery10s@gmail.com</p> <p>3000 Island Blvd #2802 Aventura, FL 33160</p>	<p>Michael Chang Grand Slam Champion</p> <p>949 533 7091 Mobile jmtpcc@aol.com</p>
<p>Blackman, Martin General Manager USTA</p> <p>561-221-5620 Mobile martin.blackman@usta.com martinb@american.edu</p>	<p>Gomez, Andres Grand Slam Champion</p> <p>593-99-940-2915 Mobile ajbgomez1960@gmail.com</p> <p>Guayaquil, Ecuador</p>



SECTION G : REQUIRED FORMS, ATTACHMENTS AND VALUE-ADDED BENEFITS

Below you will find all required Section 8.0 forms, attachments, licenses and certificates of insurances complete. *Please note the NMB Vendor License Application has been completed and delivered to the Procurement Office where it is being held pending determination of this procurement.*

NTT Value added benefits:

NTT/Colon E Nunez will bring a great added value to the Arthur Snyder Tennis Center because of :

- His local following,
- His professionalism in the all aspects of the tennis management, teaching and programming.
- His diplomacy and courteous manners to deal with the day to day members and clients requests is one of his qualities.
- NTT can count on his large customer database built through the last 25 years of services in the North Miami Beach area to help insure the future success of the NMB Tennis Center
- NTT is the only tennis academy to be able to guarantee an easy and smooth transition to the current members knowing already the quality of Colon Nunez firm during the 2 years he ran his academy at the Center.
- NTT/ Colon E Nunez local, state, national and international exposure will make the NMB Tennis Center one of the best tennis destinations in South Florida to all the European, South-American and United States tennis enthusiasts.

NUNEZ TENNIS TRAINING

WE'VE TRAINED THE BEST, AND NOW... ITS YOUR TIME TO TRAIN

www.tennistraining.com

coachnunez@tennistraining.com

Summer/Winter Camps
After School Camp
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3 STEP METHOD FOR HITTING WINNING FOREHANDS

TAKE YOUR BACKSET BACK

KEEP FORWARD

STRIKE THE BALL AND FOLLOW THROUGH

NUNEZ TENNIS TRAINING

AVENTURA FLORIDA

FOR MORE INFORMATION
1-305-682-9444
coachnunez@tennistraining.com

ONE OF THE TOP TENNIS ACADEMIES IN FLORIDA

LEARN TO PLAY TENNIS!

NUNEZ TENNIS TRAINING

NTT IS OFFERING A SPECIAL TENNIS CLASS ONLY FOR JUNIORS 12-17 YEARS

SUMMER WINTER CAMPS

Sign up at 118 Holiday Square & behind...
For more info please call Claudia at 305.743.2922
Nunez Tennis Training is located at 1465 NE 207th Street, Aventura, FL



NUNEZ TENNIS TRAINING

20% OFF

SPECIAL OFFER
CALL FOR MORE DETAIL
(305) 682 9444

Please visit our website at www.tennistraining.com for further information.

Sincerely,

Colon E. Nunez
President
NUNEZ TENNIS TRAINING



certifies that according to the guidelines and standards established

Colon Nuñez

*has completed all tests and examinations and qualifies for PTR Certification of
Professional*

and is a member in good standing from

August 1993 - August 2017

Roy Barth

PTR Board of Directors
President

Dan Santorum

Dan Santorum
CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coastal Plains Insurance 15 Bow Circle Hilton Head SC 29928 INSURED Professional Tennis Registry P. O. Box 4739 Hilton Head Island SC 29938	CONTACT NAME: Cameron Ward, CIC PHONE (A/C, No, Ext): (843) 785-7733 x255 FAX (A/C, No): E-MAIL ADDRESS: cameron@coastalplains.com <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Philadelphia Indemnity Ins Co</td> <td style="border: none;">18058</td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK1527284	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB550036	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Colon Nuñez, PTR Member # 19884
Effective: September 22, 2016

CERTIFICATE HOLDER Colon Nuñez Tennis Services Aventura, Florida	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cameron Ward, CIC
---	---

ACORD 25 (2014/01)
INS025 (10/14/11)

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IN THE CIRCUIT COURT OF THE
11th JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 12-18877-CA-06

SPORTS ADVISORY CONSULTANTS, INC.,

Plaintiff(s),

vs

THOMAS FOWKES,

Defendant(s),
_____ /

REPORT OF MEDIATOR

The undersigned, Carol Cope, Certified Mediator from Salmon & Dulberg Dispute Resolution, hereby reports to this Honorable Court that a mediation conference in this cause was held on: June 18, 2014. The results of the Mediation Conference are as follows:

- An agreement was reached. **Settlement Agreement Attached.**
- A **confidential** settlement agreement was reached.
- No agreement was reached.
- The parties have agreed to adjourn and reconvene at a later date to continue the mediation. The Court will be notified of the continuation date.
- The parties have agreed to continue negotiating with the assistance of the mediator. If no further Report of Mediator is filed on or before _____, the Court shall presume that no agreement has been reached.
- Other: _____

Respectfully Submitted:

s:/ Carol Cope, Esq.
Florida Bar No.: 312347
John W. Salmon, Esq.
Florida Bar No.: 271756
John@sd-adr.com, Martha@sd-adr.com
Salmon & Dulberg Dispute Resolution
Biscayne Building, Suite 620
19 West Flagler Street
Miami, Florida 33130
Telephone: (305) 371-5490
Fax: (305) 371-5492

Copies: all counsel



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/26/2016 **EXPIRATION DATE:** 10/26/2018

PERSON: NUNEZ GENARO

FEIN: 650578997

BUSINESS NAME AND ADDRESS:

ZENUN GROUP INC

NUNEZ TENNIS TRAINING

21399 MARINA COVE CIR. M-13

AVENTURA FL 33180

SCOPES OF BUSINESS OR TRADE:

ATHLETIC SPORTS OR
PARK: NONCO

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Colon Nunez

Business name/disregarded entity name, if different from above
ZENUN GROUP INC. DBA/NUNEZ TENNIS TRAINING

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**
 Other (see instructions) ▶

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
21399 Marina Cove Cir. M-13

City, state, and ZIP code
Aventura, FL 33180

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
5	5	3	-	2	7	-	1	2	6	6

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

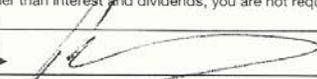
Employer identification number									
6	5	-	0	5	7	8	9	9	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **10/18/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

003148

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



3207891

BUSINESS NAME/LOCATION
ZENUN GROUP INC
OPERATING IN DADE COUNTY

RECEIPT NO.
RENEWAL
3341930

EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ZENUN GROUP INC
C/O COLON E NUNEZ PRES
Employee(s) 1

SEC. TYPE OF BUSINESS
215 EDUCATIONAL/TRAINING INST

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 07/22/2016
CHECK21-16-099541

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

State of Florida

Department of State

I certify from the records of this office that ZENUN GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on May 5, 1995.

The document number of this corporation is P95000035413.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 21, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of October,
2016*



Ken Detjen
Secretary of State

Tracking Number: CU3237508043

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Fred Stolle
3000 Island Blvd #2802
Aventura, FL 33160

October 15, 2016

To whom it may concern,

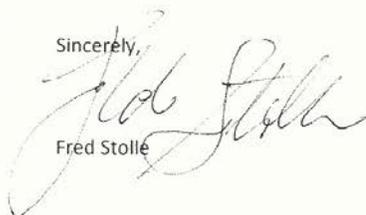
My name is Fred Stolle, I was the Director of tennis operation at the Turnberry Isle Resort and Club, from 1979 until 2012. I met Coach Colon Nunez in 1993 when he came to be the manager of the Turnberry Isle Yacht & Tennis Club he was hired by Jens Grafe. As Director of tennis operation; I supervised Coach Nunez on a daily basis as his responsibilities in this role include: memberships, facility management, operation of the tennis pro shop, overseeing the maintenance as well as the marketing for programs which are ongoing annually.

Coach Nunez survived constant changes of high management but that did not affect his work ethic. He was very courteous and knows how to take care of members needs. Coach Nunez as a manger made me feel very confident in all the operation of the facility, he always run a first class operation.

Coach Nunez experience in the tennis world is unsurpassable, as you can see on his records he has produce high class players (Andres Gomez, Fernando Gonzalez, Michael Chang, Nicolas Lapentti to name a few) his teaching and coaching skills are high standard. Coach Nunez maintained the clay courts and hard courts immaculate shape, his knowledge in the field is maintenance is very high. Coach Nunez also was instrumental in the FRED STOLLE PRO-AM that raises monies for the BIG BROTHERS/BIG SISTERS FOUNDATION.

Coach Nunez will be an asset to any facility in the World. Please feel free to contact me at 305-924-6700 or email me at fiery10s@gmail.com if you need additional information.

Sincerely,



Fred Stolle

BOICH COMPANIES, LLC

41 South High Street; Suite 3750 S.
Columbus, OH 43215
(614) 221-0101 • (614) 221-0117 fax

October 26, 2016

Wayne M Boich
4700 North Bay Road
Miami Beach, Florida 33140

To whom it may concern,

My name is Wayne M. Boich. I was a student of Coach Colon Nunez for many years and have known him for more than 25 years. Coach Nunez coached me the game of tennis from 1989 – 1995 but has also been a mentor outside the world of tennis through the years.

Coach Nunez's experience in the tennis world is unsurpassable, as you can see he has produced high class players, such as Andres Gomez, Michael Chang, Nicolas Lapentti and Fernando Gonzalez to name a few. His teaching and coaching skills are of the highest standard and are shown in the caliber of great players he has coached.

Coach Nunez has demonstrated his abilities to be a first class manager of a club as I have witnessed at the Turnberry Yacht and County Club where he was my coach and also when I was a member. Coach Nunez maintained and managed the courts to the highest standard. He was very courteous and treated all the players and members with the upmost level of respect.

Coach Nunez will be and incredible asset to any facility in the world.

Please feel free to contact me at 614-221-0101 or email me at wayne@boich.com if you need additional information.

Best regards,



Wayne M. Boich
Chairman and CEO
Boich Companies

Jens Grafe
39 Moses Meade Road
Canann, CT 06018

October 17, 2016

To whom it may concern.

As the General Manager of Turnberry Isle Resort and Club, from 1993 until 2004, I hired Colon Nunez to be the Manager and Head Coach of the Turnberry Isle Yacht and Tennis Club.

Besides coaching he was responsible for membership, facility maintenance and management, operation of the tennis pro shop as well as the marketing of the many tennis related programs he initiated.

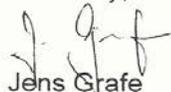
Coach Nunez fulfilled his responsibilities diligently and with great success. The Club was a first class operation. His management skills, diplomacy and respect made him popular with members, hotel guests and staff members. The tennis courts and other facilities were always in mint condition and his staff was always professional and accommodating.

Above all, however, were his teaching and coaching skills; many professional tennis players sought him out to help them improve their skills, many repeatedly.

Hiring Colon turned out to be a very rewarding event. Not only because of his achievements but also because he has proved to be an honest, trustworthy and hardworking gentleman.

I highly recommend Colon Nunez to manage any tennis facility in the United States or anywhere else. If you need additional information please contact me via e-mail at: jensgrafe@bellsouth.net.

Sincerely,


Jens Grafe

Werner Riffel

6861 SW 17 Street

Plantation, FL 33317

October 17, 2016

To whom it may concern,

I was the Director of Finance at Turnberry Isle Resort and Club from the early 1990's to 2011. During this time I met and worked with Colon Nunez who was responsible the Tennis facilities at Turnberry's Marina and Yacht Club area from early 2000 to March 2012. Mr. Nunez operated the facilities consisting of eight Tennis courts and a Tennis Pro shop under a concession agreement. His responsibilities were to operate and maintain the facilities at a high level of service and high quality of product in line with the high standards of Turnberry Isle Resort and Club. Colon Nunez was financially responsible for the success of the Tennis operation at that location.

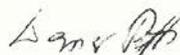
During this time I enjoyed working with Mr. Nunez who proved to be a very responsible and trustworthy person. He put much energy into his tennis programs and the upkeep of the facilities. He created an exiting tennis environment with many activities and affiliated himself with high ranking as well as young and upcoming tennis professional that trained at his facility.

Potential issues or conflicts that arose during that time were resolved quickly and professionally and to the benefit of all parties involved.

I can highly recommend Mr. Nunez for the operation of any Tennis facility, worldwide, he might get involved with. His dedication and energy to realize a high quality operation are commendable.

Please contact me at (305) 370-8542 or Wriffel@comcast.net if any further information is needed.

Sincerely Yours



Werner Riffel

IN THE CIRCUIT COURT OF THE
11th JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 12-18877-CA-06

SPORTS ADVISORY CONSULTANTS, INC.,

Plaintiff(s),

vs

THOMAS FOWKES,

Defendant(s),

REPORT OF MEDIATOR

The undersigned, Carol Cope, Certified Mediator from Salmon & Dulberg Dispute Resolution, hereby reports to this Honorable Court that a mediation conference in this cause was held on: June 18, 2014. The results of the Mediation Conference are as follows:

- An agreement was reached. **Settlement Agreement Attached.**
- A confidential** settlement agreement was reached.
- No agreement was reached.
- The parties have agreed to adjourn and reconvene at a later date to continue the mediation. The Court will be notified of the continuation date.
- The parties have agreed to continue negotiating with the assistance of the mediator. If no further Report of Mediator is filed on or before _____, the Court shall presume that no agreement has been reached.
- Other: _____

Respectfully Submitted:

s:/ Carol Cope, Esq.
Florida Bar No.: 312347
John W. Salmon, Esq.
Florida Bar No.: 271756
John@sd-adr.com, Martha@sd-adr.com
Salmon & Dulberg Dispute Resolution
Biscayne Building, Suite 620
19 West Flagler Street
Miami, Florida 33130
Telephone: (305) 371-5490
Fax: (305) 371-5492

Copies: all counsel

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

SPORTS ADVISORY CONSULTANTS, INC., CASE NO. 12-18877 CA 06
a Florida Corporation

Plaintiff,

GENERAL JURISDICTION
DIVISION

vs.

THOMAS FOWKES, individually

JUDGE DAVID C. MILLER

Defendant,

THOMAS FOWKES,

Counter-Plaintiff

vs.

SPORTS ADVISORY CONSULTANTS, INC.,

Counter-Defendant,

JAY SENTER, LESTER GRUDA, AND
JUDITH ROSEN and COLON NUNEZ, ERIC
NUNEZ & NUNEZ TENNIS TRAINING,

Defendants,

THE CITY OF NORTH MIAMI BEACH,
a Florida municipality,

Defendant.

*M. Rubio #2153
9-20-12 8:08 AM
213 99 Merritt Ave. Court Apt 1015*

**SUMMONS: PERSONAL SERVICE ON AN INDIVIDUAL
ORDEN DE COMPARECENCIA: SERVICIO PERSONAL EN UN INDIVIDUO
CITATION: L'ASSIGNATION PERSONAL SUR UN INDIVIDUEL**

TO/PARA/A: *{enter other party's full legal name}* NUNEZ TENNIS TRAINING,
{address (including city and state) location for service} 20764 W. Dixie Hwy., Aventura,
FL 33180-1146.

IMPORTANT

**15-DAY NOTICE OF TERMINATION OF
BI-MONTHLY TENANCY AT WILL**

**TO: Colon Nunez, Zenun Group Inc. d/b/a Nunez Tennis Training Training
And all others in possession.**

**ADDRESS: North Miami Beach Tennis Center a/k/a Arthur Snyder Tennis Center
located at 16851 West Dixie Hwy. North Miami Beach Florida, 33160.**

**You are hereby notified that pursuant to Section 83.01 Florida Statutes your month-to-month
tenancy for the above referenced premises is being terminated at the end of this rental period to
wit: 08/31/2014**

**Please note that should you refuse to deliver possession of the leased premises by the termination of
this rental period you shall be considered a holdover tenant and pursuant to Section 83.58 Florida
Statutes may be liable for double rent.**

Certificate of Service

This notice was hand delivered to the above tenant on 08/20/2014

**By: Jay Senter
President**



**Landlord: Sports Advisory Consultants Inc.
Address: 2637 S. Parkview Dr.
Hallandale Beach, FL.33009
Telephone: 786-325-9614**

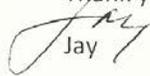
August 19, 2014

Colon:

As you know there have been recent changes here at NMBTC and more to come. To that end we have decided to expand our programming, coaching staff and method of operation and therefore I am terminating your Bi-Monthly tenancy effective August 31, 2014.

At times over the years we have shared ups and downs, agreements and disagreements and I have learned a great deal from you. I will always have the highest regard for you professionally and personally and wish you continued success as you move forward.

Thank you


Jay



RESURFACING PROPOSAL

After inspecting the Tennis Pavilion at The Point of Aventura, including the 4 tennis courts, lights poles and fencing. The most vital work that needs to be done is the resurfacing of the tennis courts. Although we are into the hurricane season, which is not recommended to do resurfacing, we can do it if weather stays forgiving.

The tennis courts are not in such a bad shape but they do need some work as:

1.- Clean Surface:

- a.- Scarify court surface as needed, clean courts of all excess dead material, surface algae, mold and other organic growth.
- b.- Treat courts with algaecide to inhibit future organic growth.
- c.- Add approximately one (1) ton of Hydroblend and Coarseblend material to each court, this material shall be placed with laser-guided grading equipment to provide a smooth and even surface for excellent playing conditions.

From our inspection, the line tape are in pretty good condition although some of them shall be re-install in time.

This resurfacing should be done: **twice per year and once per year every other year.**

TP has already purchased the Hydroblend and Coarseblend material sufficient to do the first yearly resurfacing.

The resurfacing yearly (**twice per year**) proposal for services provided by NTT as a resurfacing contractor is **\$9,750.00**

First face **\$4,875.00** immediately (depending on weather conditions) ideal scheduling October.

Second face **\$4,875.00** in more or less 6 month from the first face.

PAYMENT TERMS: A 50% down payment, due upon acceptance and signing of this proposal/contract and 50% payment upon conclusion of entire project/contract.

WARRANTY: Nuñez Tennis Training shall warranty the completed courts to be free of significant defect in workmanship and materials for a period of six (6) months. From date of completion, but will not be enforceable, unless payment is made in full of the executed contract.

Why should you choose Nuñez Tennis Training for this project? With over 20 years of maintaining and operating the Turnberry Yacht and Tennis Club at a high level of excellence.

Respectfully submitted by: Colon E. Nuñez August 4, 2012
Colon E. Nuñez President- Nuñez Tennis Training

Proposal accepted by: 

NUÑEZ TENNIS TRAINING
21399 Marina Cove Cir. M-13
Aventura, FL 33180
coachnunez@tennistraining.com
www.tennistraining.com

FACILITY LICENSE AGREEMENT

This Facility License Agreement ("Agreement") is made and entered into as of this 21st day of November, 2014 (the "Effective Date") by and between Fitness & Sports Clubs, LLC, a Delaware limited liability company, d/b/a LA Fitness ("LICENSOR"), and Nufez Tennis Training, a Florida corporation ("LICENSEE").

RECITALS

A. LICENSOR is in the business of providing health and fitness facilities and services to LICENSOR's Members (as defined below), including at the Facility (as defined below);

B. LICENSEE is in the business of providing tennis instruction, training, clinics, league play, tournaments and similar services, and LICENSEE has been offering such services at the Facility and making certain improvements at the Facility in connection therewith;

C. LICENSOR and LICENSEE are desirous of entering into this Agreement, pursuant to which, *inter alia*, LICENSOR shall permit LICENSEE to render certain services (specifically, the Services, as defined below) in the Services Area (as defined below), and LICENSOR shall consent to LICENSEE having made, and making, certain improvements to the Services Area at LICENSEE's sole cost and expense, without any right of reimbursement whatsoever from LICENSOR, subject to the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants contained herein, LICENSOR and LICENSEE agree as follows:

1. License.

1.1. Grant of License. LICENSOR hereby grants to LICENSEE a non-transferable license to occupy and use, subject to the terms set forth herein, the Services Area.

1.2. No Tenancy Created. LICENSEE specifically covenants and agrees, for LICENSOR's benefit, and as a material condition to this Agreement, that neither this Agreement nor any of LICENSEE's rights in connection herewith shall constitute a lease, whether of the Services Area or otherwise; LICENSEE shall not bring any action against LICENSOR or interpose any defense against LICENSOR based upon the theory that this Agreement constitutes a lease; and LICENSEE expressly waives any substantive or procedural rights that LICENSEE may have that are predicated upon the rights of a tenant of real property. Notwithstanding the provisions of the foregoing sentence to the contrary, should this Agreement be deemed by any court, governmental authority, or quasi-governmental authority to constitute or create a lease, then in such event LICENSOR shall have all of the rights and remedies of a landlord of real property available pursuant to applicable law.

2. LICENSEE Services Area.

2.1. Services Area. Upon the terms, provisions and conditions set forth herein, and solely with respect to that certain LICENSOR facility located at 3455 NE 207th Street, in the City of Miami, in the State of Florida, known as "Miami-Aventura" (the "Facility"), LICENSEE shall have the right to operate within that certain outdoor area of approximately Five Thousand (5,000) square feet consisting of six (6) tennis courts on the Facility's premises (as designated by LICENSOR from time to time, the "Services Area") in order to provide the Services to LICENSEE's Customers (as defined below).

2.2. "AS IS" Condition. LICENSEE acknowledges and agrees that it accepts the Services Area in an "AS IS" condition. No representations or warranties are made by LICENSOR that the Services Area meets current federal, state, county or municipal statutes, laws, codes, rules, orders, requirements, ordinances or regulations governing the operation of LICENSEE's business in the Services Area. Any and all upgrades to the Services Area required to comply with this Agreement or that LICENSEE otherwise wishes to undertake shall be at Licensee's sole cost and expense and subject to LICENSOR's prior written consent.

3. Term and Effective Date. This Agreement shall commence as of the Effective Date set forth above and shall continue for a period of one (1) year (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew on a month to month basis; provided, however, that after the Initial Term, either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. Notwithstanding anything herein to the contrary, in no event

shall this Agreement continue beyond the current term of LICENSOR's premises lease for the Facility, and if this Agreement is still in effect at such time, it will automatically terminate as of the date of termination or expiration of said premises lease. The Initial Term, together with any renewal periods, is hereinafter referred to as the "Term".

4. Fees and Payments.

4.1. Monthly License Payment. Commencing on January 1, 2015 and continuing throughout the Initial Term, LICENSEE shall pay to LICENSOR, for the right to provide Services, a recurring monthly license payment of Nine Hundred Dollars (\$900) (the "Monthly License Payment"), in advance, on the first day of each month of the Initial Term. In the event this Agreement continues in effect beyond the Initial Term, the Monthly License Payment shall increase to Twelve Hundred Dollars (\$1200) per month for as long as this Agreement remains in effect. Unless expressly permitted herein, all amounts due and payable to LICENSOR shall be paid to LICENSOR without offset or deduction. Monthly License Payments for any period during the Term that is less than one month shall be prorated based upon the actual amount of days of the calendar month involved. Monthly License Payments will not be refunded, in whole or in part, upon any termination of this Agreement or at any other time or under any other circumstances whatsoever except as expressly provided in this Agreement.

4.2. First and Last Month's Deposit. (Intentionally omitted.)

4.3. Access Fee. (Intentionally omitted.)

4.4. Security Deposit. (Intentionally omitted.)

4.5. Taxes. In addition to the sums above, LICENSEE will pay all taxes for which it has responsibility as described in Section 18, all state and local sales, use, privilege and excise taxes, all taxes on Monthly License Payments and on any other license fees or rental payments (if any) and all similar taxes arising from the Services, or based upon LICENSEE's activities under this Agreement, prior to delinquency (excluding any taxes based upon LICENSOR's net taxable income and any real estate taxes or other taxes or assessments for which LICENSOR is liable with respect to the Facility). If sales taxes are due on LICENSEE's required payments to LICENSOR hereunder, such taxes shall be paid by LICENSEE concurrently with the other payments due under the license granted hereunder (e.g., with the monthly payments of the Monthly License Payment). If any state or local sales, use, privilege or excise taxes relating to the LICENSEE's business income are due, then LICENSEE will report such taxes directly to the applicable taxing authority.

4.6. Payments. All payments made pursuant to this Agreement shall be made in lawful money of the United States of America to FITNESS INTERNATIONAL, LLC, 3161 Michelson Drive, Suite 600, Irvine California 92612, Attention: Licensing Department, or to such other persons or at such other places as LICENSOR may designate in writing to LICENSEE. Payments of Monthly License Payments must be made by Electronic Funds Transfer ("EFT"), as authorized in Exhibit A.

5. Use.

5.1. Permitted Uses. During the business hours of the Facility, LICENSEE shall be limited to offering to Customers the following services in the Services Area: tennis instruction, training, clinics, league play and tournaments; retail sales of tennis-related equipment and apparel (such sales to be approved in writing by LICENSOR); and retail sales of tennis-related services such as tennis racket rentals and stringing of rackets. LICENSEE agrees that it shall immediately cease selling any items sold in the Services Area if LICENSOR, in its sole and absolute discretion, notifies LICENSEE in writing that the item may not be sold or used in the Services Area. The Services provided by LICENSEE shall also be subject to the Rules and Regulations set forth in Exhibit B, as modified by LICENSOR from time to time.

5.2. Exclusivity. LICENSEE shall have the exclusive right to perform the Services within the Services Area for the Term of this Agreement. LICENSOR shall have the right to inspect, at any reasonable time, the Services Area to determine whether LICENSEE is in compliance with this Agreement.

5.3. Prohibited Uses. Except as may be specifically provided in this Agreement, LICENSEE is expressly prohibited from offering, advertising, selling, promoting, providing or otherwise engaging in any of the following services and activities: (a) on-site retail sales (except as permitted in Section 5.1), (b) any sales of any membership or other means of access to any LICENSOR facility, (c) any sales of food, beverages or other consumables, (d) massage therapy, (e) Personal Training, and (f) Group Fitness Classes. For the purposes of this Agreement: (A) "Personal Training" means athletic training, physical training, personal training or similar services that include, without limitation, instruction, education,

EN

IN WITNESS WHEREOF, LICENSOR and LICENSEE have executed this Agreement as of the day and year first above written.

LICENSOR:

FITNESS INTERNATIONAL, LLC

Signature:



Name/Title: Stan Yasuda, Senior Vice President,
Treasurer

Address: 3161 Michelson Drive, Suite 600

Irvine, California 92612

LICENSEE:

NUÑEZ TENNIS TRAINING

Signature:

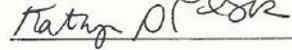


Name/Title: Colon E. Nuñez, President

Address: 3455 NE 207th Street

Aventura, FL 33180

Signature:



Name/Title: Kathryn Polson, Chief Financial Officer

Address: 3161 Michelson Drive, Suite 600

Irvine, California 92612



AGREEMENT

This is an agreement between Nuñez Tennis Training, hereinafter referred to as (NTT) and the Fairmont Turnberry Isle Resort & Club, hereinafter referred to as (TIRC).

Other abbreviations shall include the Turnberry Yacht Club Tennis Facility, hereinafter referred to as (Facility).

WHEREAS:

The parties agree that:

- 1) NTT will provide at the facility one (1) tennis director, one (1) tennis pro and pro shop staff to ensure services to the members and hotel guests, quality teaching under private lessons and clinics of NTT's academy programs. Teaching at the Facility at all times shall be conducted only by the NTT Staff or by TIRC exclusive staff. Colon Nuñez shall be responsible for all hiring and quality control of teaching and pro shop staff shall be oriented by TIRC.
- 2) NTT shall have the right to organize tennis tournaments and exhibition events at the Facility and Country Club at no expense to TIRC. All such tennis tournaments shall be subject to the prior approval of TIRC.
- 3) Court usage shall consist of two (2) courts at the Facility for teaching purposes and additional courts as needed provided that it does not interfere with the members' and/or hotel guests' needs which shall have priority.
- 4) The supervision and running of the pro shop shall be undertaken by NTT and shall provide for court reservations, booking of all teaching activities, pro shop duties, and enforcement of policies such as checking membership cards, information and answering telephone daily from 8:00 AM to 8:00 PM during season periods and from 8:00 AM to 12:00 noon during summer periods. All supplies, water, beverages and towels shall be provided by NTT on an as-needed basis. TIRC will continue to provide plastic cups with the TIRC logo.
- 5) The court maintenance and maintenance staff shall be the responsibility of NTT on a daily basis. All raw materials for all the courts and maintenance staff shall be provided by NTT on an as-needed basis.




TURNBERRY ISLE RESORT & CLUB

- 6) The NTT Academy shall not be exclusive to its clients and it will be open for use by members and hotel guests. NTT shall have the right to solicit such activity if necessary but at all times not to interfere with arrangements made by the members and/or hotel guests.
- 7) TIRC shall include NTT Academy programs in their advertising, promotional, marketing plans and insertion into their brochures, such inclusion to be at the entire discretion of TIRC. TIRC shall have the right to use the names of NTT's current and past ATP title winners and Grand Slam winners as well as junior champions in all of their marketing. If allowable by TIRC, NTT may establish discretely its logo at a location within the facility.
- 8) The income generated by NTT from its own clients under the Tennis Academy shall be directed to NTT in accordance with its accounting procedure and shall be entirely for NTT.
- 9) TIRC shall not be charged any fees for services provided by NTT, such as tennis director, tennis pro, pro shop staff, and supervision of pro shop, court maintenance and NTT Academy programs.
- 10) NTT Academy shall not be charged any fees by TIRC for the usage of courts, office space and display area in the pro shop in running the Academy. NTT shall be responsible for all the associated charges for office us, telephone charges and miscellaneous costs. NTT shall continue to have its separate phone lines. Colon Nuñez shall have complete access to the office and pro shop at any time and shall have the use of one car parking space next to tennis courts for his use and be given a magnetic pass.
- 11) NTT shall continue to carry liability insurance coverage in the minimum amount of one million dollars per incident and additional insurance for office contents naming Turnberry Isle Resort and Club on Policy.
- 12) The commencement of the agreement shall be October 1st, 2004 and shall be renewed on an annual basis.
- 13) If NTT fail to comply with any of the terms provided herein, TIRC shall put NTT on Notice in writing to rectify any violations of the terms of the agreement. This agreement shall be deemed to have been violated and be subject to cancellation if NTT fails to rectify the provisions under the written Notice within a reasonable time.



The Fairmont
TURNBERRY ISLE RESORT & CLUB

- 14) The parties agree not to disclose the terms of this agreement without the prior written consent of the parties except for such other disclosure as may be required by law.
- 15) At all times NTT shall be performing as an independent contractor and not as an employee of TIRC and as such NTT is not entitled to any employee rights or benefits from TIRC. NTT shall be solely liable for the filing of all applicable tax returns and payments of all Federal, State and Local taxes due.

Accepted and agreed this 28 day of September 2004

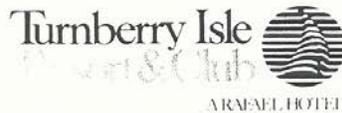
The FAIRMONT TURNBERRY ISLE RESORT & CLUB

By: *Darrell Sheaffer*
Darrell Sheaffer
General Manager

NUÑEZ TENNIS TRAINING

By: *[Signature]*
Colon E. Nuñez
President





AGREEMENT

This is an agreement between Nuñez Tennis Training, hereinafter referred to as (NTT) and the Fairmont Turnberry Isle Resort & Club, hereinafter referred to as (TIRC).

Other abbreviations shall include the Turnberry Yacht Club Tennis Facility, hereinafter referred to as (Facility).

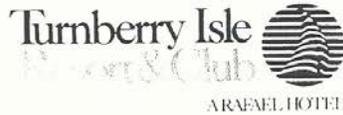
WHEREAS:

The parties agree that:

- 1) NTT will provide at the facility one (1) tennis director, one (1) tennis pro and pro shop staff to ensure services to the members and hotel guests, quality teaching under private lessons and clinics of NTT's academy programs. Teaching at the Facility at all times shall be conducted only by the NTT Staff or by TIRC exclusive staff. Colon Nuñez shall be responsible for all hiring and quality control of teaching and pro shop staff shall be oriented by TIRC.
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- 5) The court maintenance and maintenance staff shall be the responsibility of NTT on a daily basis. All raw materials for all the courts and maintenance staff shall be provided by NTT on an as-needed basis.

19999 West Country Club Drive, Aventura, FL 33180-2401, (305) 932-6200, (800) 327-7028, Tlx: 80-8013 AVTURN, Fax: (305) 933-3811

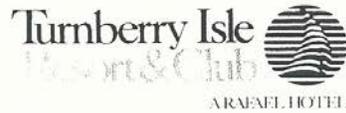
A member of *The Leading Hotels of the World*®



- 6) The NTT Academy shall not be exclusive to its clients and it will be open for use by members and hotel guests. NTT shall have the right to solicit such activity if necessary but at all times not to interfere with arrangements made by the members and/or hotel guests.
- 7) TIRC shall include NTT Academy programs in their advertising, promotional, marketing plans and insertion into their brochures, such inclusion to be at the entire discretion of TIRC. TIRC shall have the right to use the names of NTT's current and past ATP title winners and Grand Slam winners as well as junior champions in all of their marketing. If allowable by TIRC, NTT may establish discretely its logo at a location within the facility.
- 8) The income generated by NTT from its own clients under the Tennis Academy shall be directed to NTT in accordance with its accounting procedure and shall be entirely for NTT.
- 9) TIRC shall not be charged any fees for services provided by NTT, such as tennis director, tennis pro, pro shop staff, and supervision of pro shop, court maintenance and NTT Academy programs.
- 10) NTT Academy shall not be charged any fees by TIRC for the usage of courts, office space and display area in the pro shop in running the Academy. NTT shall be responsible for all the associated charges for office use, telephone charges and miscellaneous costs. NTT shall continue to have its separate phone lines. Colon Nuñez shall have complete access to the office and pro shop at any time and shall have the use of one car parking space next to tennis courts for his use and be given a magnetic pass.
- 11) NTT shall continue to carry liability insurance coverage in the minimum amount of one million dollars per incident and additional insurance for office contents naming Turnberry Isle Resort and Club on Policy.
- 12) The commencement of the agreement shall be October 1st, 1995 and shall be renewed on an annual basis.
- 13)
- 14) If NTT fail to comply with any of the terms provided herein, TIRC shall put NTT on Notice in writing to rectify any violations of the terms of the agreement. This agreement shall be deemed to have been violated and be subject to cancellation if NTT fails to rectify the provisions under the written Notice within a reasonable time.

19999 West Country Club Drive, Aventura, FL 33180-2401, (305) 932-6200, (800) 327-7028, Tlx: 80-8013 AVTURN, Fax: (305) 933-3811

A member of *The Leading Hotels of the World*[®]



- 15) The parties agree not to disclose the terms of this agreement without the prior written consent of the parties except for such other disclosure as may be required by law.
- 16) At all times NTT shall be performing as an independent contractor and not as an employee of TIRC and as such NTT is not entitled to any employee rights or benefits from TIRC. NTT shall be solely liable for the filing of all applicable tax returns and payments of all Federal, State and Local taxes due.

Accepted and agreed this 15 day of September 1995

TURNBERRY ISLE RESORT & CLUB

By: [Signature]
Jens Grafe
General Manager

NUÑEZ TENNIS TRAINING

By: [Signature]
Colon E. Nuñez
President

**Mr.
Tournament Director
Biesterbos Open
Present**

Dear Sir,

I confirm to you that Mr. **Daniel Encinas** is
the Captain of Chile, Boys Team for the
Tournament "**Biesterbos Open**"

Sincerely yours,

Claudia Núñez R.
Departamento Menores
Federación de Tenis de Chile
Avda. José Joaquín Prieto 4040, San Miguel - Santiago
Fono: (562) 554 00 68 Fax: (562) 554 10 78
email: menores@federaciondetenisdechile.cl
web: www.portalfederaciondetenis.cl





CERTIFICADO

Estimado señores,

Tenischile LTDA. con RUT 76.528.890-8 certifica que el señor Daniel Felipe Encinas Yáñez, Rut 17.208.079-2 forma parte del Ranking Único Nacional de Tenis organizado por www.tenischile.com y avalado por la Federación de Tenis de Chile.

El señor Encinas ha sido un constante animador del Circuito del Circuito RUN durante las temporadas 2005, 2006, 2007, 2008, 2009, 2010 y 2011 ubicándose dentro de los 20 mejores tenistas del país.

Además de su lugar en el ranking el señor Encinas ha demostrado ser un destacado deportista a nivel nacional mostrando una imagen de respeto frente a su rivales.

El señor Encinas además se destacó como entrenador de diversos jugadores en gira sudamericanas y europeas durante las últimas temporadas, viajando con jugadores de alto rendimiento.

Se extiende el presente certificado a pedido del interesado para los fines que estime necesario.

Marco Miranda
Director

A handwritten signature in black ink, appearing to read 'Marco Miranda', is written over the printed name and title.

Santiago, 21 noviembre 2013

City of North Miami Beach, FL

RFP No. 2016-07

7.0 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated TUESDAY OCTOBER 04, 2016

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: NUNEZ TENNIS TRAINING

AUTHORIZED SIGNATURE: [Signature] DATE: 10/31/16

TITLE OF OFFICER: PRESIDENT

City of North Miami Beach, FL

RFP No. 2016-07

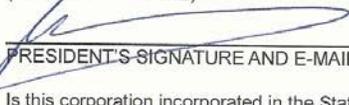
7.1A PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President	<u>COLON NUNEZ</u>	<u>21399 MARINA COVE Cir, Aventura, FL 33180</u>
Vice-President	<u>MARIA E. NUNEZ</u>	<u>(SAME ADDRESS)</u>
Secretary	<u>COLON NUNEZ</u>	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

COLON NUNEZ 21399 MARINA COVE Cir, Aventura, FL
MARIA E. NUNEZ (SAME ADDRESS)

Post Office Address	PROPOSER:
<u>ZENON GROUP INC. DBA NUNEZ TENNIS TRAINING</u>	
(CORPORATE NAME)	
	<u>COACHNUNEZ@TENNISTRAINING.COM</u>
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS	

Is this corporation incorporated in the State of Florida?

ATTEST: COLON NUNEZ
SECRETARY

YES NO

If no, give address of principal place of business: _____

City of North Miami Beach, FL

RFP No. 2016-07

7.1B PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

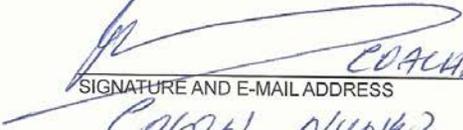
COLON NUNEZ

MARIA E NUNEZ

PROPOSER

NUNEZ TENNIS TRAINING
 (FIRM NAME)

Witnesses:

 (SEAL)
COACHNUNEZ@TENNIS TRAINING.COM
 SIGNATURE AND E-MAIL ADDRESS

COLON NUNEZ
 PRINT NAME

PRESIDENT
 Title (Sole Proprietor or Partner)

Post Office Address:
21399 MARINA BOWS CIR, AVENUE, FL. 33180

305-687-7414
 TELEPHONE

CITY in which fictitious name is registered.

MIAMI
 Attach a copy of proof of registration

7.3 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." ... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

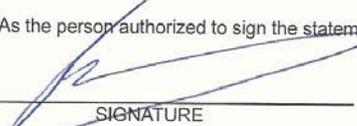
The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.


 SIGNATURE

COWAN NUÑEZ
 PRINTED NAME

NUÑEZ TENNIS TRAINING
 NAME OF COMPANY

PRESIDENT
 TITLE

Failure to sign this page shall render your bid non-responsive.

City of North Miami Beach, FL

RFP No. 2016-07

7.4 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

- 1. www.Citynmb.com
- 2. www.demandstar.com
- 3. Daily Business Review
- 4. The Miami Herald
- 5. Referral/word-of-mouth Specify Source: _____
- 6. Search Engine/Internet search
- 7. E-mail, newsgroup, online chat Specify Source: _____
- 8. Banner or Link on another website
- 9. Flyer, newsletter, direct mail Specify Source: _____
- Other Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

City of North Miami Beach, FL

RFP No. 2016-07

7.5 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Council, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

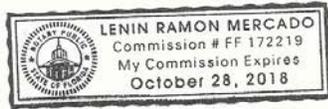
Colon Nuniez [Signature] 10/31/16
Proposer's Name Signature Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

Colon Nuniez who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this 31 day of OCTOBER, 20 16

[Signature]
NOTARY PUBLIC



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7.6 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

By: COBON NUNUZ
(print individual's name and title)

For: NUNUZ TECHNICAL TRAINING
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: 650578997
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 553 - 27 - 1266.)

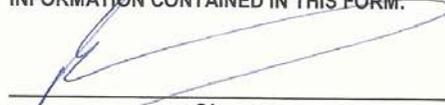
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

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- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



 Signature

Sworn to and subscribed before me this 30th day October, 2016

Personally known _____
 OR _____ Name of Notary
 Produced identification _____ Notary Public – State of Florida





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7.7 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]
Title: PRESIDENT

Sworn and subscribed before this
31 day of OCTOBER, 2016
[Signature]
Notary Public, State of Florida
LENIN MERCADO
(Printed Name)
My commission expires: 10/28/18



7.8 NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF } SS:

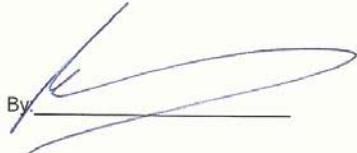
COLON NUNEZ being first duly sworn, deposes and says that:

- a) He/she is the PRESIDENT, (Owner, Partner, Officer, Representative or Agent) of NUNEZ TENNIS TRAINING the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

CHRISTOPHE COSSU
Witness

Witness

By: 
Colon NUNEZ
(Printed Name)
PRESIDENT
(Title)

City of North Miami Beach, FL

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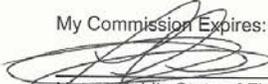
ACKNOWLEDGMENT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

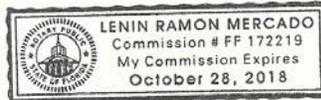
BEFORE ME, the undersigned authority personally appeared COLON NUÑEZ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that NUÑEZ TENNIS TRAINING executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 31 day of OCTOBER, 2016.

My Commission Expires:



Notary Public State of Florida at Large



7.9 PROPOSER QUESTIONNAIRE

- 1. Today's Date: October 31, 2016
- 2. Name of Company Submitting Proposal: NUNEZ TENNIS TRAINING
- 3. How many years has your firm been in business under its present business name?: 30 YEARS
- 3. Under what other former name(s) has your firm operated?: _____
- 4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____
- 5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes If yes, please explain: _____
- 6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____
- 7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or State registration. _____
OCCUPATIONAL LICENSE 3207891
STATE OF FLORIDA DEPARTMENT OF STATE P9500003543
- 8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):
COLON NUNEZ USPTR
DANIEL ENCLINAS USPTR
- 9. State the name and title of the individual who will have personal management of the work: _____
COLON NUNEZ, PRESIDENT
- 10. State the name and address of attorney, if any, for the firm: _____

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11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: NUNEZ TENNIS TRAINING - IS OWN 100%
BY EDON NUNEZ 21399 MARINA COVE CIR. M-13
AVENTURA, FL 33180

13. Bank references:

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER
<u>HSBC</u>	<u>2950 AVENTURA Blvd</u> <u>AVENTURA, FL 33180</u>	<u>305-9316700</u> <u>CONTACT Person: LENIN MERLADO</u>

14. Firm has attached a current Certificate of Liability Insurance? Yes No

15. Litigation/Judgements/Settlements/Debarments/Suspensions - Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. NTT/EDON NUNEZ HAS NO PENDING LAWSUITS
A MEDIATION SETTLEMENT AGREEMENT WAS
REACH IN JUNE 18, 2014 FOR CASE #12-18877CA
-06

16. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship
_____	_____
_____	_____

NUNEZ TENNIS TRAINING
FIRM NAME

[Signature]
SIGNATURE OF AUTHORIZED AGENT

President
NAME & TITLE, TYPED OR PRINTED

City of North Miami Beach, FL

RFP No. 2016-07

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)SS

The foregoing instrument was sworn to and subscribed before me this 31 day of OCTOBER, 2016 by COLON NUÑEZ who is personally known to me or produced [Signature] as identification.

NOTARY PUBLIC, State of FLORIDA
Print Name: LENIN MERCADO

Commission No.: FF 172219
Commission Expires: 10/28/18

SEAL
(if Corporation)

