

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$2,083.)	(\$25,083.)	(\$26,087)	(\$24,787)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*(\$2,083.)	*(\$25,083.)	*(\$26,087)	*(\$24,787)	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget: Yes No

Budget Account No: Fund 0001 Dept 580 Unit 5418 Object 4729-18
Sub Obj _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The initial term of the Agreement is for three (3) years. The above presumes a commencement date of September 1, 2014 with an initial expiration date of August 31 2017. The guaranteed annual rent of \$25,000.00 (\$2,083.34 month) will commence on 9/1/2014. The guaranteed annual rent will increase by four percent (4%) to \$26,000.00 (\$2,166.67/month) on 8/31/2015. *percentage rent is not included.

W 5/12/14

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
OFMB
5/13 5/14

[Signature] 5/21/14
Contract Development and Control
5-21-14

B. Legal Sufficiency:

[Signature] 5/22/14
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Background and Policy Issues (cont'd.): Two (2) proposals were received. Little Deeper Charters proposed payment of 25,000 \$/yr minimum rent with 10.5% percentage rent and included scuba trips, instruction, sales and rental of snorkel and various water sports equipment, kayaks, paddle boards and food service. Lagoon Keepers proposed payment of \$12,000/yr with 8% percentage rent and included kayaks, paddle boards, watercraft and jet ski rentals, Jet pack rides, fishing lessons and a small retail outlet selling drinks, snacks and ancillary items. On April 3, 2014, and again on May 5, 2014 a Selection Committee (consisting of one [1] representative from PREM and four [4] representatives from Parks) reviewed the proposals and recommended LDC's proposal as the most responsive.

It is expected that LDC will be able to commence operations on or about September 1, 2014, but must commence operations no later than thirty (90) days from Board approval. LDC will act as master concessionaire collecting county fees for any commercial instruction or park usage, and will provide a boat for daily dive trips, air fills, equipment rentals and sales. LDC will have three (3) subcontractors: Stuart Scuba will offer scuba classes and training; Jupiter Outdoor Center will provide rentals of kayaks and stand up paddleboards; and Just Conch LLC, d/b/a Phil Foster Beach House Food will operate a snack shop in the concession building serving conch salad and prepackaged food, drinks, smoothies, healthy juices, cakes, and muffins.

The CSA requires payment of \$25,000 in minimum annual guaranteed rent plus percentage rent calculated as the amount by which 10.5% of the certified annual gross revenues derived from the operation of the concession exceeds the guaranteed annual rent. The CSA also requires a \$3,500 security deposit.

LDC and its principals, David M Brown and Lynn S. Landau Brown, have executed a Guaranty Agreement wherein they guarantee the payment of all rents and charges, and the performance of all the concessionaire's obligations under the CSA. LDC provided the Disclosure of Beneficial Interests listed as Attachment #4. The Disclosure identifies Mr. and Mrs. Brown each holding a 50% beneficial interest in LDC.

TWP 42

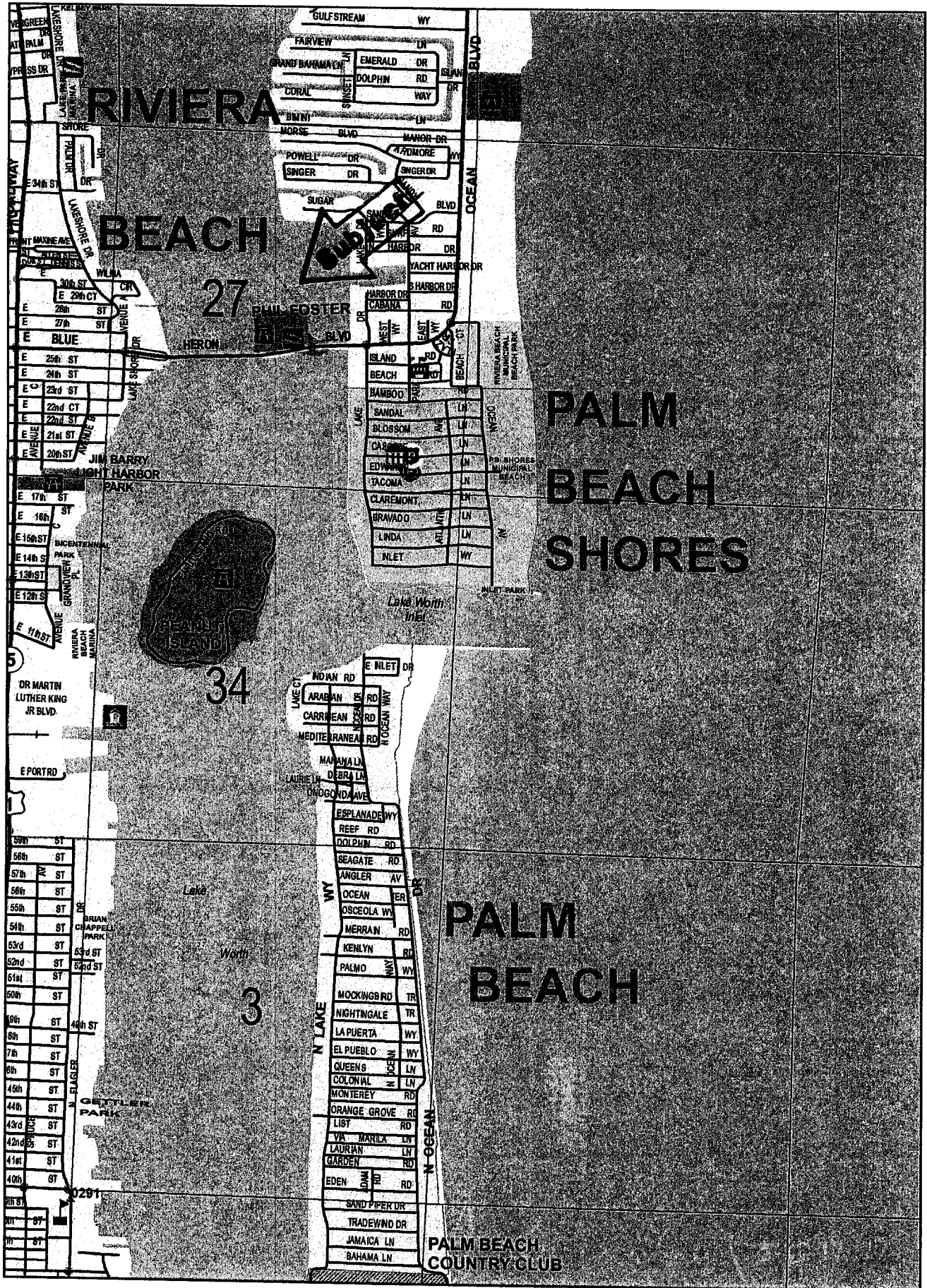
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TWP 42

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TWP 43

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RNG 43

See pg 60

RNG 43

LOCATION MAP



PALM BEACH COUNTY
CONCESSIONAIRE SERVICE AGREEMENT

between

PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(County)

and

Little Deeper Charters Inc.
(Concessionaire)

CONCESSIONAIRE SERVICE AGREEMENT

THIS CONCESSIONAIRE SERVICE AGREEMENT, hereinafter referred to as "Agreement" is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and LITTLE DEEPER CHARTERS, INC., a Florida Profit Corporation, (EIN: 562619528), hereinafter referred to as "Concessionaire".

WITNESSETH:

WHEREAS, County is the owner of certain real property and the lessee of certain submerged lands, including the improvements located thereon, as more specifically described hereinafter and as shown in the aerial photograph attached hereto as Exhibit "A", and made a part hereof, (the "Park") a portion of which Concessionaire desires to use for operation of a concession; and

WHEREAS, Concessionaire has demonstrated experience as a recreational activity concessionaire; and

WHEREAS, Concessionaire was selected through the competitive proposal process to use such property and improvements for such purposes; and

WHEREAS, Concessionaire has indicated a willingness and demonstrated the ability to properly finance, operate, and manage said activities in accordance with the terms of this Agreement; and

WHEREAS, County is willing to allow such property and improvements to be used by Concessionaire for the uses set forth herein.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC AGREEMENT PROVISIONS

Section 1.01 Licensed Area

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Concessionaire to be observed and performed, the County provides to the Concessionaire, and Concessionaire accepts from County, the concession areas designated on Exhibit "B" attached hereto and made a part hereof (the areas shall individually and collectively be referred to as the "Licensed Area"). The Licensed Area is located within Phil Foster Park, 900 Blue Heron Boulevard, Riviera Beach, Florida, and is shown in the aerial photograph.

Concessionaire shall operate its concession within the boundaries of the Licensed Area as set forth herein. County reserves the right to make such amendments, changes and revisions to the configuration of the Licensed Area as County, in its sole discretion, may deem necessary. Construction may at times impact the operation of this concession. County, at its option, reserves the right to relocate Concessionaire's facilities within the Licensed Area into another area of similar size. In the event that Concessionaire does not agree to the relocation as provided herein, this Agreement shall be automatically terminated and the parties hereto shall be relieved of all further obligations hereunder. County shall not be liable to Concessionaire for any damages of any kind whatsoever.

Section 1.02 Submerged Lands Lease

In the event the Dock Area is included in the Licensed Area, the parties acknowledge and agree that the use of docks is contingent upon the continued existence of the Submerged Lands Lease. The docks are located on submerged lands leased by the County from the State of Florida (the "State") pursuant to Sovereignty Submerged Lands Lease, Exhibit "C" (the "Submerged Lands Lease") attached hereto and made a part hereof. The operation of the concession shall be subject to the terms and conditions of the Submerged Lands Lease, as may be amended. Should the Submerged Lands Lease terminate or not be renewed, this Agreement will be modified accordingly. The County will provide Concessionaire with written notice should the said lease not be renewed.

Under the terms of the Submerged Lands Lease, the County may owe the State a percentage payment based on annual income derived from the use of the submerged lands. "Annual Income" shall mean the gross revenues derived directly or indirectly from the use of the submerged lands and shall include, but not be limited to, the revenue derived from slip rentals, lease or sublease fees, equipment rentals, or sales of slips, whether such monies are collected by Concessionaire, or by a Subcontractor as defined in Section 11.01 herein.

The State requires the County to provide revenue information in order to calculate lease fees due the State. Upon request from the County's Parks & Recreation Department (the "Department"), Concessionaire shall provide Department with its revenue calculations no later than 10 days upon receipt of the request. County will be responsible for fees due to the State. This Section shall survive termination or expiration of this Agreement.

Concessionaire shall include in any agreement with a Subcontractor a requirement that Subcontractor shall promptly provide Concessionaire with any information required by this Section or the Submerged Lands Lease, when requested by County.

Section 1.03 Parking

Twelve (12) parking spaces will be reserved for Concessionaire to accommodate concession services during operating hours (said hours are set forth in the Format For Response, Exhibit "B" attached hereto and made a part hereof). Other unreserved parking will be available on a first-come, first-serve basis in the public parking lot within the Park.

Section 1.04 Length of Term and Commencement Date

The term of this Agreement shall commence upon the Commencement Date as defined herein and shall extend for a period of three (3) years thereafter (the "Term") unless sooner terminated pursuant to the provisions of this Agreement. Concessionaire shall open its concession for business on the Licensed Area within ninety (90) days after the Effective Date as defined in Section 18.16 herein. The Commencement Date is intended to be the first day Concessionaire opens its concession for business on the Licensed Area, in which case the exact Commencement Date shall be established by written notice from Concessionaire to the Department at least three (3) business days in advance of the anticipated Commencement Date. Notwithstanding the above, if Concessionaire does not open the concession for business within ninety (90) days after the Effective Date, County shall have the option, at its sole discretion, to (i) establish the Commencement Date by written notice to Concessionaire; (ii) extend the deadline for Concessionaire's opening of the concession for business; or (iii) declare Concessionaire's failure to open the concession for business within the prescribed time to be an Event of Default by Concessionaire under Section 13.01 herein, in which event County shall have all remedies available to it under this Agreement. Notwithstanding the foregoing, in the event County elects to establish a Commencement Date and rent is received from Concessionaire prior to the opening of the concession for business, County shall not be precluded from later declaring Concessionaire's failure to open its concession for

business an Event of Default if the concession does not open for business by the new deadline established by County.

Section 1.05 Option to Extend

County hereby grants to Concessionaire, provided Concessionaire is not then in default of this Agreement, the right and option to extend the Term of this Agreement for three (3) successive periods of two (2) years each under the same terms and conditions of this Agreement and commencing upon the expiration of the initial Term of this Agreement or any extension thereof. Concessionaire shall exercise its option to extend, if at all, by written notice to the County received by the County no sooner than one hundred fifty (150) days but no later than ninety (90) days prior to the expiration of the initial Term of this Agreement or any extension thereof. Failure of Concessionaire to duly and timely exercise its option to extend the Term of this Agreement shall be deemed a waiver of Concessionaire's right to said extension option and all further extension options.

Section 1.06 Excuse of County's Performance

Anything in this Agreement to the contrary notwithstanding, the County shall not be deemed in default with respect to failure to perform any of the terms, covenants and conditions of this Agreement if such failure to perform shall be due to any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of County .

Section 1.07 Patron Service

Concessionaire shall place a sign, provided by the Department, in a location within the Vending Area as may be designated by County, stating:

“This business occupies space owned by County. If any patron cannot resolve any patron complaint with the business owner, they may forward the details of their complaint, in writing, to: Palm Beach County Parks & Recreation Department, Attention: Director, Parks Financial and Support Services, John Prince Park, 2700 Sixth Avenue South, Lake Worth, FL 33461.”

Concessionaire shall work diligently to resolve patron complaints regarding service or other issues.

Section 1.08 Amount of Deposit

Concessionaire has deposited with the County the sum of Three Thousand Five Hundred Dollars (\$3,500.00) as security for the full, faithful and timely performance of each and every term, covenant and condition to be performed by Concessionaire under this Agreement (the “Security Deposit”). The Security Deposit may be commingled with other funds of County and County shall have no liability for the accrual or payment of any interest thereon. In the event of the failure of Concessionaire to keep and perform any of the terms, covenants and conditions of this Agreement to be kept and performed by Concessionaire, then County, at its option, may appropriate and apply said Security Deposit, or so much thereof as County may deem necessary, to compensate the County for all loss or damage sustained or suffered by County due to such default or failure on the part of Concessionaire. In no event shall the amount of said Security Deposit be deemed to limit Concessionaire's liability under this Agreement. Should any portion of the Security Deposit be so appropriated and applied by County, then Concessionaire shall, upon the demand of County, forthwith remit to County a sufficient amount in cash to restore said Security Deposit to the original sum deposited, and Concessionaire's failure to do so within five (5) days after receipt of such demand shall constitute a default of this Agreement. Should Concessionaire comply with all of the terms, covenants and conditions of this Agreement and promptly pay all of the Guaranteed Annual Rent and Additional Rent herein provided for as it becomes due, and all other sums payable by

Concessionaire to County hereunder, the said Security Deposit shall be returned in full to Concessionaire within thirty (30) days of the expiration of this Agreement, or upon the earlier termination hereof.

ARTICLE II RENT

Section 2.01 Annual Rent

Annual Rent shall consist of both Guaranteed Annual Rent and Percentage Rent as set forth herein.

A. Guaranteed Annual Rent. Concessionaire shall pay to the County Guaranteed Annual Rent during the term of this Agreement in equal monthly installments, together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefore or any deduction, holdback or setoff whatsoever. The initial amount of Guaranteed Annual Rent is \$ 25,000.00. The initial monthly installment of Guaranteed Annual Rent shall be due within fifteen (15) days after the Commencement Date. Any Guaranteed Annual Rent payment hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month.

B. Percentage Rent. No later than the thirtieth (30th) day following each anniversary of the Commencement Date, Concessionaire shall provide County with a report prepared by a Certified Public Accountant in accordance with Generally Accepted Accounting Principles (GAAP) certifying the annual gross revenues for the preceding twelve (12) months. Concessionaire shall pay County the amount by which 10.5 % of the certified annual gross revenues derived from the operation of the concession on the Licensed Area exceeds the Guaranteed Annual Rent ("Percentage Rent") for the preceding twelve (12) months, if applicable. The Percentage Rent, together with the report of annual gross revenues described above, shall be delivered in full to the County at the address set forth in Section 2.04 by the deadline established above. The Guaranteed Annual Rent is the minimum rent due; Concessionaire acknowledges that it shall not be entitled to a refund if 10.5 % of the certified annual gross revenues is an amount less than the Guaranteed Annual Rent. This Section shall survive termination or expiration of this Agreement.

Section 2.02 Adjustment to Guaranteed Annual Rent

On each anniversary date of the Commencement Date of this Agreement or any extension thereof, the Guaranteed Annual Rent shall be adjusted by multiplying the then current Guaranteed Annual Rent by one hundred and four percent (104%).

Section 2.03 Additional Rent

Any and all sums of money or charges required to be paid by Concessionaire under this Agreement other than the Annual Rent, shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Concessionaire of all Additional Rent as are available to County with regard to Annual Rent.

Section 2.04 Rent Payments

Annual Rent and Additional Rent, as herein defined, shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Parks & Recreation Department, Revenue Section, 2700 Sixth Avenue South, Lake Worth, FL 33461.

Section 2.05 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Non Ad Valorem Real and Personal Property Taxes

Concessionaire shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Concessionaire shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Licensed Area, Concessionaire's interest in the Licensed Area, Concessionaire's Alterations or personal property located on the Licensed Area.

Section 2.06 Unpaid Fees, Holdover

In the event Concessionaire fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate of one and one half percent (1.5%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Payments received after interest has started to accrue shall be applied to the accrued interest first and then towards the delinquent rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Agreement for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Agreement or from enforcing any other provisions contained herein or implied by law. In the event Concessionaire shall holdover, refuse or fail to relinquish possession of the Licensed Area at the expiration or termination of this Agreement, Concessionaire shall be strictly liable to pay to County during the entire period of such holdover, double Annual Rent, as provided for in Chapter 83.06, Florida Statutes. In addition to the Annual Rent, Concessionaire shall pay all other charges or costs imposed upon Concessionaire by this Agreement, all cost of insurance for which Concessionaire would have been responsible if this Agreement had been extended on the same terms contained herein, and all sales taxes assessed against such increased Annual Rent. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Agreement.

Section 2.07 Accord and Satisfaction

In the event Concessionaire pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

**ARTICLE III
CONDITION OF LICENSED AREA, ALTERATIONS**

Section 3.01 Acceptance of Licensed Area by Concessionaire

Concessionaire certifies that Concessionaire has inspected the Licensed Area and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Concessionaire further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Licensed Area including, without limitation, any relating to the physical condition of the Licensed Area or any improvements or equipment located thereon, or the suitability of the Licensed Area or any improvements for Concessionaire's intended use of the Licensed Area. Concessionaire agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Licensed Area for the lawful use of the Licensed Area by Concessionaire as specified in Section 4.01 of this Agreement, unless

the work is the responsibility of the County as specifically provided for in Section 6.02 of this Agreement.

Section 3.02 Concessionaire's Alterations

Concessionaire shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Licensed Area suitable for Concessionaire's intended use. Concessionaire shall not install any permanent improvements within the Licensed Area without the County's written consent. Concessionaire shall provide Department no later than 90 days prior to the installation of improvements plans and specifications showing equipment or utilities to be installed by Concessionaire within the Licensed Area ("Alterations") for review and approval. The Department will have 15 business days to review the improvement plans, which approval shall not be unreasonably denied. All work performed to the Licensed Area, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Concessionaire, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Agreement. Department's approval of the plans and specifications submitted by Concessionaire in conjunction with Concessionaire's Alterations may, at Department's sole option, be contingent upon the receipt by the Department of a surety company payment and performance bond obtained by Concessionaire at its sole cost and expense. Said bond shall be issued by a surety company satisfactory to County, insuring completion of Concessionaire's Alterations free and clear of all liens, encumbrances, chattel mortgages, conditional bills of sale and other title retention or security agreements or other charges, all in accordance with the plans and specifications approved by County. Concessionaire shall design and construct such Alterations at Concessionaire's sole cost and expense, in accordance with the requirements of this Agreement and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of Concessionaire's construction and Alterations shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion strictly in accordance with the approved plans and specifications therefore.

Section 3.03 Responsibility for Alterations

All Alterations made by Concessionaire shall be maintained by Concessionaire in good working order at the sole expense of Concessionaire during the Term of this Agreement, or any extension or renewal hereof.

Section 3.04 Construction

Concessionaire shall ensure that all improvements and Alterations are constructed to completion in accordance with the approved plans thereof and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

Section 3.05 No Liens

Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement. If so requested by County, Concessionaire shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's interest shall not be subject to liens for improvements made by Concessionaire. In the event that a construction lien is filed against the Concessionaire's Licensed Area or other County property in connection with any work performed by or on behalf of Concessionaire, Concessionaire shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Concessionaire fails to satisfy or transfer such

claim within said ten (10) day period, County may do so and thereafter charge Concessionaire and Concessionaire shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Concessionaire agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF LICENSED AREA BY CONCESSIONAIRE

Section 4.01 Use

Concessionaire shall use and occupy the Licensed Area solely and exclusively for concessionaire services as identified in Section 4.02 of this Agreement. Concessionaire shall not use, permit, or suffer the use of the Licensed Area for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion. Concessionaire shall comply with the Rules and Regulations set forth in Exhibit "E" attached hereto and made a part hereof, and the Palm Beach County Parks and Recreation Ordinance (Ordinance No. 2004-022) as may be amended from time to time.

Concessionaire shall not prohibit or hinder County personnel or any law enforcement officers from performing their official duties. Concessionaire shall ensure that all persons acting on behalf of Concessionaire adhere to instructions received from County. Concessionaire shall not commit or permit any reckless or dangerous conduct on the Licensed Area at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

Section 4.02 Operation of Business

Concessionaire shall be responsible for enforcement of the following:

a) Concessionaire shall operate its concession upon the Licensed Area during the Term of this Agreement with due diligence and efficiency and in a manner prudent and in accord with generally accepted business practices within the locale for Concessionaire's business.

b) Concessionaire shall operate the concession services substantially in accordance with the Operational Business Plan, as set forth in Exhibit "D". Concessionaire shall submit any operation schedule changes to the Department, in writing, at least two (2) business days prior to said change, for review and approval, which approval shall not be unreasonably withheld. Concessionaire shall not implement any changes unless written approval has been received from the Department.

c) All rates for goods and services must be visibly posted in the Licensed Area at all times during operation in accordance with Article V of this Agreement. Concessionaire shall submit written requests for fee increases to the Department thirty (30) days prior to any fee increase. Department will make reasonable effort to respond in writing within seven (7) days after receipt of the request.

d) Concessionaire shall maintain customer service as a top priority.

e) Cash/credit/debit transactions shall only be made to Concessionaire for the purchase of goods and services. Subcontractors shall not transact any rentals or sales directly with the public. Concessionaire shall provide patrons with a ticket for all concession services which patrons will provide to the appropriate vendor. In no event shall a Subcontractor accept cash or credit card from a patron for any rental or sale of

goods. Tickets will be made available at the Vending Area location only. Cash on-site bartering of services shall be prohibited.

f) Vending machines shall be permitted in the Vending Area only.

g) Concessionaire shall employ a sufficient number of qualified staff to properly operate the concession. The Concessionaire and its employees shall wear appropriate attire distinguishing Concessionaire/employees from County and Park employees. Concessionaire and its employees shall conduct themselves in a professional manner at all times. Use of profanity, alcohol, and illegal substances by Concessionaire, its employees, Subcontractors, and/or agents is strictly prohibited.

h) Concessionaire shall provide telephone and/or cellular phone service at the Vending Area during all hours of operation for emergency calls, patron reservations, and to ensure accessibility by the public for general questions, schedules, etc.

i) Concessionaire shall, at its own expense, obtain and maintain , and comply with all licenses and permits necessary to operate the concession. Proof of same shall be required prior to the Commencement Date and shall be provided to the Department's Director of Parks Financial and Support Services. Concessionaire shall conduct operations in such a manner as to meet all applicable health standards and codes.

j) In the event of an emergency at the Park, Concessionaire will immediately notify 911 emergency services. All known drownings or near-drowning events and all accidents or incidents involving patrons at the Park, Concession shall immediately report these events to the Palm Beach County Emergency Management at (561) 712-6428. Concessionaire will be required to provide the Department's Director of Parks Financial and Support Services written notification of each known accident or incident within twenty-four (24) hours of occurrence. On-call County personnel may be reached at (561) 252-1714 between 8:00 A.M. and 11:00 P.M.

k) In the event of providing rental equipment and/or water based services, Concessionaire shall ensure that all patrons and staff are instructed on the operation and safety rules/standards for its rental equipment and/or water based services. Concessionaire shall require all patrons to sign a statement ("Waiver Form") indicating that they are familiar with the operation and safety rules/standards for the equipment along with a liability waiver in favor of County. The Waiver Form must be submitted to the Department and approved in writing by the Department prior to Concessionaire's, or its Subcontractor's, rental of any equipment or provision of water based services to patrons.

The statement and waiver shall be signed at the Vending Area prior to Concessionaire providing tickets for services to patrons. Concessionaire shall require all patrons to use applicable safety equipment such as helmets and life jackets.

Commercial vessels shall be United States Coast Guard (USCG) inspected vessels, properly licensed and registered. The commercial vessels shall be operated by USGC licensed captains and crew as required for the intended service and routes as applicable.

l) The Concessionaire shall be responsible for providing its Subcontractors, concession staff, and agents the patron service philosophies of Palm Beach County. County's Mission Statement can be found at:

www.pbcgov.com/PubInf/Admin/Mission.htm and
www.pbcgov.com/parks/general/about_pbc.htm

m) All applicable local, state, and federal safe boating laws shall be followed. Concessionaire shall inform patrons concerning manatee protection, boating safety zones and all related environmental concerns in all areas where patrons are permitted to operate rental equipment.

n) Concessionaire shall provide all equipment for the safe and efficient operation of the concession service, and within thirty (30) days of the Commencement Date, shall provide the Department with an inventory of all equipment provided. All equipment, installation and maintenance shall be the responsibility of the Concessionaire including the procurement and maintenance of fire prevention and fire extinguishing devices. Rental equipment and related operational and safety equipment shall be checked by Concessionaire prior to and subsequent to use each day. All equipment shall be maintained in a clean and sanitary condition and maintenance practices shall meet all applicable Governmental Regulations as defined in Section 4.04 below. The County has the right but not the obligation to perform safety inspections through its Department or other departments without prior notice. Any equipment determined to be unsafe or questionable, in the Department's sole discretion, shall be removed from service immediately and replaced by the Concessionaire in a timely manner.

o) No repair of engines, motors or other marine equipment shall be done on the Licensed Area, Park grounds, or waterways surrounding the Park without prior written authorization from the Department

p) In the event of providing rental equipment and/or water based services, all boats, jet skis, and/or equipment shall be secured in designated areas when not in operation. Due to limited space at the Park, onsite staging and storage areas are not guaranteed but may be negotiated according to the needs of the Concessionaire and the availability of space. All other equipment and supplies shall be removed after close of business each day unless written permission is obtained from the Department. Limited in-water storage for designated water based equipment may be made available at the Department's sole and absolute discretion. The County shall not be responsible for the security of any property belonging to Concessionaire, its agents, employees or Subcontractors at the Park.

q) In the event of a fuel station, Concessionaire shall fuel and refuel vessels through nearby marinas, mobile fleet fuel services, or through other acceptable means not requiring on-site storage of fuel unless on-site storage of fuel has been approved pursuant to Section 4.07 below. Fuel shall be for concession use only. Resale of fuel shall be prohibited.

r) Concessionaire shall conduct its operations and activities in a safe manner and comply with all safety and health regulations and standards imposed by Governmental Regulations. The Concessionaire agrees that neither they, nor employees or any person working for or on behalf of the Concessionaire shall require any personnel engaged in the performance of the Concessionaire's operations to work in surroundings or under working conditions which are unsanitary, unsafe, hazardous or dangerous to his or her health or safety as determined by Governmental Regulations.

s) Concessionaire shall accept cash, debit cards and a minimum of two (2) of the following major credit cards: Visa, Master Card, Discover, or American Express.

t) Concessionaire shall provide services to patrons in a manner consistent with the provisions of the Americans with Disabilities Act (ADA).

u) Concessionaire shall coordinate and cooperate with the County regarding special events and activities conducted in the Park and shall, upon request from County,

suspend operation of the concession when such events warrant the suspension of the operation of the concession.

v) Concessionaire shall not conduct special events or promotions of any kind within the Park unless prior written approval by the Department has been provided.

w) Concessionaire shall perform a national background check on all of its employees and its Subcontractors/employees prior to the employee beginning work at the concession. Concessionaire shall provide an affidavit documenting background checks to the Department prior to the employee commencing work at the concession. County reserves the right to deny employment of any person whose background check reveals one or more disqualifying offenses. A list of potential disqualifying offenses is available from the Department upon request. Concessionaire shall notify Department of any and all disqualifying offenses of any person that may arise during the term of this Agreement and Concessionaire shall immediately terminate employment of said person. Although a fingerprint background check is not required, the County reserves the right to subject Concessionaire's and its Subcontractors' employees to fingerprint-based background checks to the extent permitted by law and to deny access rights to any Concessionaire employee in accordance with adopted laws, policies and procedures. Concessionaire shall have no recourse or claim against County for denied access rights.

x) The Department may, at its sole discretion, temporarily close the Park for maintenance, or to limit patron access due to overcrowding or concerns regarding human health and/or safety, or when severe storms approach the area. Concessionaire acknowledges that this may impact concession operations.

In the event of severe storms or other severe climatic hazards, Concessionaire shall with the approval of the County representative identified in Article I, Section 1.07 above, suspend operation of its concession until the storm passes and it is safe to operate the concession. Every reasonable effort will be made to reopen the concession and/or Park in a timely manner following the inclement weather, maintenance, construction, etc. If the closure is for an extended period of time (greater than seven (7) consecutive days), Concessionaire may request, in writing, the monthly payment of Annual Rent be prorated, which request may be granted or denied at County's sole and absolute discretion.

y) Concessionaire will ensure that all equipment is operated in a safe manner to protect all property, including boat docks, sea walls, and pilings. Concessionaire will be responsible for the cost of repairs to any of the aforementioned property that results from damage caused by Concessionaire, Subcontractors, its employees, patrons, or agents. Concessionaire shall report any such damage immediately to Palm Beach County Emergency Management at (561) 712-6428, and submit a written report within 24 hours to the Department's Director of Parks Financial and Support Services.

z) The County entered into this Agreement with Concessionaire pursuant to County's RFP to provide concession services at the Park. As such, the Concessionaire agrees to maintain generally the sale/rental of its recreational activity concession, as submitted with the Concessionaire's response to the RFP as reflected in Exhibit "D" attached hereto and made a part hereof. Concessionaire shall not alter its services/menu/prices/etc. without first obtaining written approval from the Department's Director of Parks Financial and Support at the address set forth in Section 18.03 of this Agreement. Only minor changes may be approved by the Department, and such approval shall be granted in the Department's sole and absolute discretion. Proposed changes that would alter the services/menu/prices/etc. so they are no longer substantially the same as those submitted with the Concessionaire's response to the RFP shall not be permitted.

Section 4.03 Waste or Nuisance

Concessionaire shall not commit or suffer to be committed any waste upon the Licensed Area, or commit or permit the maintenance or commission of any nuisance or other act or thing which may disturb the quiet enjoyment of visitors of the Park, or which may result in damage or depreciation of value of the Park or which may affect County's fee interest in the Licensed Area or which results in an unsightly condition.

Section 4.04 Governmental Regulations

Concessionaire shall, at Concessionaire's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force (individually and collectively, the "Governmental Regulations"), pertaining to Concessionaire or Concessionaire's use of the Licensed Area, the equipment located on the Licensed Area, or the Licensed Area generally. Concessionaire shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Concessionaire's failure to perform its obligations in this Section. This Section shall survive termination of this Agreement.

Section 4.05 Non-Discrimination

Concessionaire shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, genetic information, or disability with respect to any activity occurring in the Licensed Area, or conducted pursuant to this Agreement. Concessionaire warrants that its service in the Licensed Area shall be open to and benefit all visitors to the Park.

Section 4.06 Surrender of Licensed Area

Upon termination or expiration of this Agreement, the Concessionaire, at its sole cost and expense, shall remove all Concessionaire's personal property, removable fixtures, equipment, and all Alterations, and restore the Licensed Area to the condition it was in as of the Commencement Date if so directed by County. Concessionaire shall confirm with County the Alterations to be removed prior to removal. In no event shall Alterations be removed from the Licensed Area without prior consent in writing from County. If the Concessionaire fails to remove Concessionaire's personal property, removable fixtures, equipment, and Alterations, as identified by County, and fails to restore the Licensed Area upon the expiration of the Term of this Agreement or any extension hereof to its condition on the Commencement Date of this Agreement, such property, fixtures, equipment, and Alterations shall become the property of County. In such event, should County so elect, County may restore the Licensed Area to its original condition and Concessionaire shall pay the cost of such restoration, with allowance for ordinary wear and tear arising from Concessionaire's permitted use of the Licensed Area as specified herein.

Section 4.07 Hazardous Substance

Concessionaire shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Concessionaire's operations, in the Licensed Area, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Concessionaire shall not cause or permit the Disposal of Hazardous Materials upon the Licensed Area or upon adjacent lands and shall operate and occupy the Licensed Area in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of

such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Notwithstanding anything set forth above, Concessionaire may request the Department to allow above-ground storage of no more than 300 gallons of fuel utilizing secondary containment in an approved container with overfill protection and automatic shut off in the Licensed Area, which County, at its sole discretion, has the option to approve or deny. In the event fuel is allowed, within the License Area, fuel shall be placed in a designated area, as approved by County. Concessionaire shall comply with all governmental regulations regarding the storage, disposal, and clean-up of such fuel. County, in its capacity as the property owner, may impose more stringent regulations than the applicable regulatory agencies. Concessionaire shall submit its plans to the Department for approval prior to submittal of plans to applicable regulatory agencies. Concessionaire's plans shall address storage, spill containment, clean-up, fuel disposal and disbursement, routine monitoring/inspection of the tank, and impact protection. All costs and expenses associated with permitting, installation, operation and monitoring of any approved fuel systems shall be Concessionaire's sole responsibility.

Any Disposal of a Hazardous Material, whether by Concessionaire or any third party, shall be reported to County immediately upon Concessionaire becoming aware of such Disposal. Concessionaire shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Licensed Area, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the Licensed Area by Concessionaire, or Concessionaire's agents, licensees, invitees, subcontractors, or employees.

Concessionaire hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials in violation of this provision. Concessionaire's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Concessionaire, it shall not be deemed to alter or diminish any statutory or common law liability of Concessionaire.

Concessionaire acknowledges that County would not have entered into this Agreement without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Agreement.

Section 4.08 Security of Licensed Area

Concessionaire acknowledges and accepts full responsibility for the security and protection of the Licensed Area and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Licensed Area, and for the prevention of unauthorized access to the Licensed Area. Concessionaire expressly acknowledges that any security measures deemed necessary or desirable for protection of the Licensed Area shall be the sole responsibility of Concessionaire at no cost to County. In the event that Concessionaire chooses to install additional security systems and hardware, Concessionaire shall be required to provide County with continuous and unescorted access to the Licensed Area as required by Article XIV herein. County may implement key, card or code control measures reasonably acceptable to Concessionaire to safeguard the keys, cards or code provided pursuant to this requirement.

Notwithstanding the above, Concessionaire shall notify County of any incident resulting in loss of or damage to Licensed Area or breach of security whether or not such incident is reported to local law enforcement agencies. Notification of County shall be

made via telephone call to Financial and Support Services at the Department at the phone number set forth in Section 18.03. of this Agreement no later than 24 hours after any such incident.

Section 4.09 Park Rules and Special Events or Special Activities.

Tenant shall comply with the Palm Beach County Parks and Recreation Ordinance 2004-022 as the same may be amended with respect to any and all rules, hours of operation, and/or any special event activity or use occurring on or about the Premises. Tenant shall coordinate with, and obtain prior approval from, the Parks Department's Special Event Staff for a special event activity occurring on the Premises.

For the purposes of this Section, a special event shall be considered any Department approved event for which the public or Concessionaire requires the use of the Park facilities in variance of the general use of the facility, in excess of the carrying capacity of the park and /or creates additional impact to the general park use. Any other promotion would be considered a concession special activity.

For special events, requests for approval shall follow the Parks Department's Policies and Procedures and be submitted no later than 90 days prior to the anticipated start of the event. The Special Events Staff shall have 15 business days to review the request and approve or deny same. County will work in a cooperative manner to approve the request and approval shall not be unreasonably denied. In the event that a request for use of the Park facilities in conjunction with a special event is denied, Tenant shall use good faith efforts to modify the operation, timing, logistics, etc. of the special event so that the Park is not impacted.

For special activities, Concessionaire shall notify the Department's Director of Parks Financial and Support Services, in writing, at least five (5) business days prior to a planned special activity. Approval of special concession activities are at Department's sole and absolute discretion.

**ARTICLE V
SIGNAGE**

Except as set forth in Section 1.08 and Section 4.02 herein, Concessionaire shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the Licensed Area and/or Park any sign, awning, canopy, decoration, lettering, or other such items without first obtaining County's written approval and consent through the Department, which consent may be withheld at County's sole discretion. Non approved signage and other such items shall be immediately removed at the sole cost and expense of Concessionaire, upon written notification thereof by County. Concessionaire further agrees that any sign, awning, canopy, decoration, lettering, or other such items, as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by County for the section of the Park within which the Licensed Area is located. No advertising or any promotional items associated with the concession will be permitted within the Park or any other County facility or property without prior Department and/or County approval. Palm Beach County Ordinance, No. 2004-022, Section 21, prohibits any person from distributing, displaying or affixing any printed materials or advertisements to or within any park property.

**ARTICLE VI
REPAIRS AND MAINTENANCE OF LICENSED AREA**

Section 6.01 Responsibility of Concessionaire

Concessionaire shall protect the County's capital investment in the Licensed Area through exercise of a high standard of maintenance. Proper maintenance shall include,

but not be limited to, providing adequate custodial services, garbage and trash disposal, pest control, and maintenance of fixtures and equipment. Concessionaire shall maintain the Licensed Area and all areas within 50 feet of the Licensed Area in a safe, clean, sanitary condition free of litter, rodents, vermin and other pests. Concessionaire shall, at a minimum, perform the following maintenance at the Vending Area on a regular and ongoing basis: (i) clean interior and exterior walls, windows, doors, and surfaces; (ii) clean ceiling, floors, and furnishings; and (iii) provide custodial services; as is customary for a similar quality concession found in a public recreation facility in Palm Beach County. Concessionaire is to provide the Department a proposed schedule of cleaning, maintenance and repair of facilities upon commencement of this Agreement.

Concessionaire shall replace light bulbs, tubes, fixtures, concession equipment perform interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the building systems. Concessionaire shall provide adequate refuse containers in the Licensed Area.

Concessionaire shall regularly service all trash cans, including Park trash cans, located within the Licensed Area. It will be the responsibility of the Concessionaire to dispose all refuse generated by the Concessionaire, or its Subcontractors, directly into the Park dumpster on a regular basis in order to prevent the trash cans from overflowing.

Concessionaire shall maintain, repair and replace any plumbing (including grease trap, if applicable), electrical, electric wiring, air conditioning/heating system, pipes, plumbing, appliances, sprinklers, fire suppression system and equipment within the Licensed Area which, whether connected directly to the building's system or not, were installed by Concessionaire specifically to serve the Licensed Area, or other facilities serving the Licensed Area, whether inside the Vending Area, or solely serving the Licensed Area, if applicable.

Concessionaire shall repair all damages to Licensed Area caused by, resulting from, or in any way arising out of Concessionaire's operations or use of Licensed Area, whether such damage is caused by Concessionaire, its Subcontractors, its agents, or its invitees. Concessionaire shall maintain and repair all equipment thereon. Concessionaire shall repaint, refurbish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of the Department. The Department reserves the right to, periodically throughout the term of the Agreement, inspect or cause to be inspected the Licensed Area, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. Concessionaire shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by the Department.

Concessionaire shall immediately notify County of any possible health, safety and/or security hazards that may exist within any area, including use of the Licensed Area by any unauthorized parties, so corrective actions can be determined and implemented. Neither County nor County's agents or servants shall be liable for any damages caused by, or growing out of any defect in the Licensed Area. In no event shall County be liable for damages or injuries arising from the failure to make repairs, nor shall County be liable for damages arising from defective workmanship or materials in making such repairs. County shall have no obligation to commence repairs until fifteen (15) days after the receipt by County of written notice of the need for repairs. Concessionaire waives the provision of any law, or any right Concessionaire may have under common law, permitting Concessionaire to make repairs at County's expense.

In the event of a threat of a tropical disturbance, Concessionaire shall close and secure the hurricane shutters provided for the Vending Area or other Licensed Areas if applicable. If directed by the Department, Concessionaire shall secure and/or remove its equipment, and that of its Subcontractors equipment. Concessionaire shall be responsible

for any damage to its equipment or personal property caused by said tropical storm. Concessionaire shall be liable to County for any damage caused to Park or any Park improvements due to failure of Concessionaire or any Subcontractors to close the hurricane shutters, secure and/or remove any equipment belonging to Concessionaire or any Subcontractors.

Section 6.02 Responsibility of County

County agrees to repair and maintain the Vending Area in good order and condition, ordinary wear and tear excepted, the roof, the roof drains, exterior walls, the utility lines outside the Vending Area (except for sewer lines clogged by grease or other Concessionaire-created problems), foundations and structural portions, air conditioning/heating, plumbing systems serving the Vending Area, and for maintaining the structural integrity of the dock. There is excepted from the preceding covenant, however: (i) repair, maintenance, or replacement of fixtures, (ii) damage caused by Concessionaire, its employees, agents, contractors, patrons, licensees or invitees to the Licensed Area; (iii) maintenance, repair and replacement of installed by Concessionaire improvements serving the Licensed Area; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, fire suppression system other equipment, or other facilities serving the Licensed Area, if applicable.

Except as provided in this Section, County shall not be obligated or required to make or conduct any other maintenance or repairs, and all other portions of the Licensed Area shall be kept in good repair and condition by Concessionaire, and at the end of the Term of this Agreement, Concessionaire shall deliver the Licensed Area to County in good repair and condition, reasonable wear and tear arising from Concessionaire's permitted use of the Licensed Area as specified herein excepted.

ARTICLE VII UTILITIES

County will provide electric and water connections to the Vending Area. Concessionaire shall be solely responsible for providing and maintaining any other utility connections, if desired, to the Vending Area and the remainder of the Licensed Area. Concessionaire shall promptly pay all costs and expenses related to providing any utility service requested by Concessionaire, including, without limitation, construction costs, and shall pay directly to the utility company or the provider of such services all charges and assessments for any utility services provided including, without limitation, gas, telephone, or any other utility used or consumed on the Licensed Area. County will be responsible for payment of electric and water utility charges for the Licensed Area, however, Concessionaire shall reimburse County for electric and water service as follows:

Water: Concessionaire shall pay County a flat fee of \$40.00 per month for water service in the same manner Annual Rent is paid.

Electric Year One (1) shall be paid a flat rate of \$191.00 per month.

Electric Year Two (2) and every year thereafter, the County will determine the prior year's average monthly cost of electrical service for the entire building in which the Vending Area is located. Concessionaire's monthly payment shall be one-third (1/3) of that monthly average. County will notify Concessionaire in writing the amount due to County for electric service. Concessionaire shall make all payments in the same manner Annual Rent is paid.

In no event shall County be liable for an interruption or failure in the supply of any utility to the Licensed Area.

ARTICLE VIII INSURANCE

Section 8.01 Insurance Requirements

Within 10 days of the Effective Date or the Commencement Date, whichever shall occur first, Concessionaire and its Subcontractors, if applicable, shall maintain, at its sole expense, in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Concessionaire shall provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Concessionaire are not intended to and shall not in any manner limit nor qualify the liabilities and obligations assumed by Concessionaire under this Agreement.

Section 8.02 Comprehensive General Liability Insurance

Concessionaire shall, during the entire Term hereof, keep in full force and effect Comprehensive General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) General Aggregate for bodily injury, personal injury and property damage liability; fire legal liability with a minimum limit of \$100,000, and medical payments with a minimum limit of \$5,000. The Comprehensive General Liability policy shall include, but not be limited to, providing coverage for Licensed Area/Operations, Product/Completed Operations, Contractual Liability, Personal Injury/Advertising Injury, Independent Contractors, Subcontractors, Cross Liability and Broad Form Property Damage Liability coverages. Coverage shall be provided on a primary basis.

Section 8.03 Watercraft Liability Insurance

Concessionaire shall, if its operations involve watercraft, during the entire Term hereof, keep in full force and effect, Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of FIVE MILLION DOLLARS (\$5,000,000) per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured. Coverage shall be provided on a primary basis.

This coverage requirement may also be satisfied via endorsement to the Concessionaire's Comprehensive General Liability policy with a 'CG 2412 Boats' endorsement.

Section 8.04 Business Automobile Liability Insurance

Concessionaire shall, during the entire Term hereof, keep in full force and effect, Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Concessionaire does not own automobiles, Concessionaire agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Section 8.05 Workers' Compensation & Employers Liability

Concessionaire shall, during the entire Term hereof, keep in full force and effect, to maintain Florida Workers' Compensation Insurance & Employers Liability. Concessionaire agrees to maintain Federal Act endorsements for U.S. Longshoremen's & Harbor Workers Act (WC 00 01 06 A) and The Jones Act (WC 00 02 01 A) when activities or operations involve work on or contiguous to navigable bodies of U.S. waterways and ways adjoining, or vessels. Coverage shall be provided on a primary basis.

Section 8.06 Waiver by Concessionaire and Concessionaire's Insurers of Subrogation

In the event of loss or damage to the Licensed Area, the Concessionaire shall look solely to any insurance in its favor before making any claim against the County, and the Concessionaire shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Concessionaire, for itself and its insurers, waives all such insured claims against the County.

Section 8.07 Waiver of Subrogation

Concessionaire hereby waives any and all rights to Subrogation against the County its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Concessionaire shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Concessionaire enter into such an agreement on a pre-loss basis.

Section 8.08 Insurance Terms and Conditions

The Comprehensive General Liability and Watercraft Liability Insurance policies shall name the County as an Additional Insured with a "CG 2026 - Additional Insured - Managers or Lessors of Licensed Area", or similar endorsement. Such insurance shall be issued by an insurance company licensed to do business by Florida's Department of Insurance with Florida Certificate of Authority in full force and effect. The issuing insurance company shall maintain a minimum A.M. Best financial rating of "A and A-Excellent" and shall be subject to the review and approval of the Risk Management Department of the County. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation. In no event shall the limits of said insurance policies be considered as limiting the liability of Concessionaire under this Agreement. In the event that Concessionaire fails to obtain or maintain in full force and effect any insurance coverage required to be obtained by Concessionaire under this Agreement, County may procure same from such insurance carriers as County may deem proper, and Concessionaire shall pay as Additional Rent, upon demand of County, any and all premiums, costs, charges and expenses incurred or expended by County in obtaining such insurance. Notwithstanding the foregoing, Concessionaire shall nevertheless hold County harmless from any loss or damage incurred or suffered by County from Concessionaire's failure to maintain such insurance.

Section 8.09 Fire and Allied Lines Insurance

Concessionaire shall at all times during the Term hereof, and at its sole cost and expense, maintain in full force and effect policies of insurance covering all Alterations to the Licensed Area made by or on behalf of Concessionaire as well as Concessionaire's fixtures, inventory and equipment located on the Licensed Area and within the Park, in an amount not less than one hundred percent (100%) of its full replacement cost, providing protection with "All-Perils" coverage as provided by the "Special-Cause of Loss Form" together with, but not limited to, insurance against wind and hail, sprinkler leakage damage, vandalism, theft and malicious mischief. The proceeds of such insurance, so long as this Agreement remains in effect, shall be used to repair or replace the Licensed Area, Alterations, fixtures, inventory and equipment so insured. All property, including without limitation, stock, inventory, fixtures and equipment belonging to Concessionaire or any occupant of the Licensed Area shall be there at the risk of Concessionaire or such other person only, and County shall not be liable for damage thereto or theft or

misappropriation thereof. Additionally, the Concessionaire shall maintain Business Interruption with Extra Expense insurance providing coverage for loss of net income and all continuing expenses at a minimum limit appropriate to cover the maximum period of restoration or interruption of the Concessionaire. Concessionaire shall deliver to the County certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the County thirty (30) days prior notice of cancellation of such policies.

Section 8.10 Increase in Fire and Allied Lines Insurance Premium

Concessionaire shall not keep, use, sell or offer for sale in or upon the Licensed Area any article which may be prohibited by any, condition, provision, limitation, or Special - Cause of Loss Form of the Fire and Allied Lines insurance policy. Concessionaire shall pay any increase in premiums for Fire and Allied Lines coverage insurance that may be charged during the Term of this Agreement on the amount of such insurance which may be carried by County on the Licensed Area or the Licensed Area resulting from the type of merchandise sold or rented by Concessionaire in the Licensed Area or resulting from Concessionaire's use of the Licensed Area, whether or not County has consented to the same. Concessionaire shall promptly make, at Concessionaire's cost and expense, all repairs, alterations, changes and/or improvements to Concessionaire's fixtures and equipment in the Licensed Area required by the company issuing County's fire and allied lines insurance so as to avoid the cancellation of, or the increase in premiums on said insurance.

Section 8.11 Storage Tank Third-Party Pollution & Remediation Legal Liability

In the event Concessionaire is granted authority to store fuel on-site, Concessionaire shall maintain Third-Party Storage Tank Pollution Liability, or similar Environmental Impairment Liability, at a minimum limit not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate providing coverage for damages including, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, County reserves the right to review and request a copy of Concessionaire's most recent annual report or audited financial statements to determine whether to reject or accept a higher self-insured retention or deductible based on Concessionaire's financial condition.

The Pollution Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured

Section 8.12 Continuous Coverage

The required insurance coverage(s) shall be a continuous condition precedent to the continued use of the Licensed Area by the Concessionaire. This Agreement shall terminate immediately upon expiration, cancellation or non-renewal of the required insurance(s). Failure by the Concessionaire to forward a current or updated certificate of insurance to the designated County representative prior to or upon the expiration date of the certificate on file with the County may result in termination of this Agreement.

Section 8.13 Premiums and Proceeds

Concessionaire shall not keep, use, sell or offer for sale in or upon the License Area any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Concessionaire shall be responsible for all premiums, including increases, for property, flood, or wind insurance policies. Concessionaire shall agree all property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Concessionaire, so to ensure a replacement cost settlement and avoid policy cancellation.

Section 8.14 Deductibles, Coinsurance, & Self-Insured Retention

Concessionaire shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

Section 8.15 Right to Review, Reject or Adjust Insurance

Concessionaire shall agree, notwithstanding the foregoing, the County's Risk Management Department reserves the right, but not the obligation, to review, adjust, reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Concessionaire written notice of such action, and Concessionaire shall agree to cure or comply with such action within thirty (30) days receipt thereof.

Section 8.16 No Representation of Coverage Adequacy

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Concessionaire shall agree in no way shall such requirements be relied upon when assessing the extent or determining appropriate types or limits of coverage to protect Concessionaire against any loss exposures, whether as a result of this Agreement or otherwise.

Section 8.17 Insurance for Special Events and Outside Persons/Groups

Excluding County or its affiliates, when Concessionaire permits or schedules the use of the License Area for a special event or outside persons/groups, Concessionaire shall require the special event or outside person/group to maintain Comprehensive Commercial General Liability, as described in Section 8.02, with limits of liability not less than \$1,000,000. The County and Concessionaire shall be required to be named as Additional Insured, as described herein. Concessionaire shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

Section 8.18 Loss Payee Endorsement

Concessionaire shall cause the Property Insurance policies to be endorsed to add the County as a Loss Payee. Concessionaire shall ensure the Loss Payee endorsement provides coverage on a primary basis. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners", c/o Parks & Recreation Department, 2700 6th Avenue South, Lake Worth, FL 33461.

Section 8.19 Certificate of Insurance

Concessionaire shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Agreement, Concessionaire shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Concessionaire fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Concessionaire shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

**ARTICLE IX
INDEMNIFICATION AND DISCLAIMER OF LIABILITY**

Section 9.01 Indemnification

Concessionaire and all Subcontractors shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of

action arising during the Term of this Agreement for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Licensed Area by reason, during, or as a result of the use and occupancy of the Licensed Area by the Concessionaire, its agents, Subcontractors, employees, licensees, and invitees, and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Concessionaire or Subcontractor or by Concessionaire or Subcontractor against any third party, then Concessionaire shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Concessionaire recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Concessionaire's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Agreement.

Section 9.02 DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND CONCESSIONAIRE AND SUBCONTRACTOR HEREBY RELEASE COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY CONCESSIONAIRE, ITS SUBCONTRACTOR, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE CONCESSIONAIRE OR CONCESSIONAIRE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LICENSED AREA, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO CONCESSIONAIRE'S USE OF THE LICENSED AREA PURSUANT TO THIS AGREEMENT.

ARTICLE X DESTRUCTION OF LICENSED AREA

Section 10.01 Total or Partial Destruction

In the event the Park or the Licensed Area shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of Concessionaire, during the Term of this Agreement or any extension thereof, but the Licensed Area is not thereby rendered inaccessible or untenable in whole or in part, then the County shall, at its own expense, cause such damage to be repaired, and the Annual Rent and other charges payable by Concessionaire hereunder shall not be abated. If by reason of such occurrence, the Licensed Area shall be rendered untenable only in part, County shall, at its own expense, cause the damage to be repaired, and the Annual Rent meanwhile shall be abated proportionately as to the portion of the Licensed Area rendered untenable. If the Licensed Area shall be rendered wholly untenable by reason of such occurrence, the County may, at its option cause such damage to be repaired at County's expense, and the Annual Rent meanwhile shall be abated in whole until completion of such repairs. County shall notify Concessionaire in writing whether County intends to repair the

Licensed Area. If County elects not to perform such repairs, County and Concessionaire shall then each have the right to terminate this Agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within forty-five (45) days after County's election not to repair the Licensed Area. In the event either party exercises its aforesaid termination right, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder. In no event shall County be responsible for repair of Concessionaire's equipment, trade fixtures and/or Concessionaire's Alterations.

Section 10.02 Damage Near End of Term

If the Licensed Area is destroyed or damaged during the last eighteen (18) months of the Term of this Agreement or any renewal thereof and the estimated cost of repair exceeds ten percent (10%) of the Annual Rent then remaining to be paid by Concessionaire for the balance of the Term, County may, at its option, cancel and terminate this Agreement as of the date of occurrence of such damage by giving written notice to Concessionaire of its election to do so within thirty (30) days after the date of occurrence of such damage and the parties hereto shall be relieved of all further obligations hereunder.

Section 10.03 Reconstruction of Alterations

Concessionaire, at its sole cost and expense, shall be responsible for the repair and restoration of Concessionaire's Alterations and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Concessionaire shall commence the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the Licensed Area and shall diligently prosecute such installation to completion.

Section 10.04 Insurance Proceeds to County

County's obligation to restore the Licensed Area as required under this Article X is expressly contingent upon County's receipt of, and limited to the extent of, any insurance proceeds received by County relating to the Licensed Area.

ARTICLE XI ASSIGNMENT AND SUBLETTING

Section 11.01 Subcontracting of Concession Services

Concessionaire may enter into agreements with other individuals or entities (a "Subcontractor") to provide some or all of the concession services Concessionaire is required or permitted to provide pursuant to the terms of this Agreement. Any agreement with a Subcontractor ("Subcontractor Agreement") is subject to approval by the Department at its sole and absolute discretion and shall not become effective until the Director of the Department has provided written approval of the Subcontractor Agreement. Concessionaire shall provide Department with a copy of any proposed Subcontractor Agreement for review at least thirty (30) calendar days prior to the proposed effective date of the Subcontractor Agreement. Concessionaire shall be responsible for binding each Subcontractor to the terms and conditions of this Agreement and ensuring Subcontractor's compliance, regardless of whether or not a particular term in this Agreement and/or the Submerged Lands Lease specifically references compliance by Subcontractors. Concessionaire's delegation of any of Concessionaire's obligations or responsibilities under this Agreement (to Subcontractor) shall not relieve Concessionaire of its obligations or responsibilities thereunder. Concessionaire shall be responsible for ensuring that all Subcontractors are adequately trained and credentialed for the services they are providing. Concessionaire shall include County as third party beneficiary to all agreements with Subcontractors which shall include a requirement that each Subcontractor indemnify and release County from any and all liability as set forth in this Agreement. Subcontractor shall maintain in full force and effect at all times during the

life of this Agreement, insurance coverages and limits (including endorsements) as described under Article VIII herein.

Concessionaire shall promptly replace any Subcontractor who fails to perform or provide a service as required by this Agreement and/or the Submerged Lands Lease, said replacement shall be subject to approval of the Department at its sole and absolute discretion. The Department's objective in approving a replacement for a Subcontractor will be to ensure that the concession is operated in a manner consistent with Concessionaire's original proposal and in the best interests of County.

Section 11.02 Consent Required

Concessionaire may not assign, mortgage, pledge or encumber this Agreement, in whole or in part, nor sublet or rent all or any portion of the Licensed Area, nor enter into any management licensing or similar agreement without the prior written consent of County in each instance, which may be granted or withheld at County's sole and absolute discretion. The consent by County to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Agreement is assigned, or if the Licensed Area or any part thereof is sublet or occupied by any party other than Concessionaire and Concessionaire is in default under its obligations under this Agreement, County may collect rent from the assignee, sub-contractor or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as Concessionaire, or a release from the further performance by Concessionaire of the covenants on the part of Concessionaire herein contained. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, Concessionaire shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions hereof or any rents or other sums to be paid hereunder. Concessionaire acknowledges and agrees that any and all right and interest of the County in and to the Licensed Area, and all right and interest of the County in this Agreement, may be conveyed, assigned or encumbered at the sole discretion of the County at any time.

Section 11.03 Significant Change of Ownership

If Concessionaire is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Concessionaire represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing this Agreement and/or as disclosed to County prior to executing this Agreement. If there shall occur any changes of ownership of and/or control of Concessionaire, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the County, then County shall have the option to terminate this Agreement upon thirty (30) days notice to Concessionaire.

ARTICLE XII RULES AND REGULATIONS

The Rules and Regulations appended to this Agreement as Exhibit "E" are hereby made a part of this Agreement, and Concessionaire agrees to comply with and abide by same. Concessionaire's failure to keep and observe said rules and regulations shall constitute a default under the terms and conditions of this Agreement. County reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Concessionaire.

Concessionaire agrees to comply with all additional and supplemental rules and regulations upon notice of same from County.

ARTICLE XIII DEFAULT

Section 13.01 Default by Concessionaire

The occurrence of any one or more of the events set forth below in (a) to (l), inclusive (any of which is referred to hereinafter as an "Event of Default"), shall constitute an Event of Default by Concessionaire under this Agreement:

- a) Concessionaire fails to open its concession for business on the Licensed Area within ninety (90) days of the Effective Date.
- b) Concessionaire fails to pay any one or more of said monthly installments of Guaranteed Annual Rent, the Percentage Rent, or any other sums due hereunder as Additional Rent, as and when the same become due, without any prior demand.
- c) Concessionaire fails to restore the security deposit to its original value within five (5) days upon receipt of such demand by County.
- d) Concessionaire ceases to fully conduct its business as specified herein for a period of five (5) consecutive business days as determined by the County.
- e) A petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) is filed by or against the Concessionaire and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Concessionaire is adjudged bankrupt.
- f) An assignment for the benefit of creditors is made by Concessionaire.
- g) An appointment, by any court, of a receiver or other court officer of Concessionaire's property and such receivership is not dismissed within thirty (30) days from such appointment.
- h) Concessionaire's estate is taken by execution, attachment or process of law or subjected to any bankruptcy proceeding.
- i) Concessionaire removes, attempts to remove, or permits to be removed from the Licensed Area, except as required herein or upon County's approved assignment or subletting or in the usual course of trade, the goods, furniture, effects or other property of the Concessionaire brought thereon.
- j) Concessionaire vacates the Licensed Area or abandons the possession thereof before the expiration of the Term of this Agreement and without the written consent of the County, or uses the same for purposes other than the purposes for which the same are hereby licensed, or ceases to use the Licensed Area for the purposes herein contained.
- k) An execution or other legal process is levied upon the goods, furniture, effects or other property of Concessionaire brought on to the Licensed Area, or upon the interest of Concessionaire in this Agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.

- 1) Concessionaire violates any other term, condition or covenant herein on the part of Concessionaire to be performed or complied with, and Concessionaire fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof, is given by County to Concessionaire.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Concessionaire notice that County intends to terminate this Agreement upon a specified date not less than three (3) days after the date notice is received by Concessionaire, in which event this Agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Agreement. If, however, the default is cured within the three (3) day period and the County is so notified, this Agreement will continue. Concessionaire shall not be allowed more than two (2) notices and cure periods in any given year of the Term, and no more than five (5) notices and cure periods during the entire Term of this Agreement, for Events of Default related to payment of Guaranteed Annual Rent and/or Additional Rent.

Section 13.02 Default by County

County shall not be in default unless County fails to perform its obligations hereunder within the time specified and if none, within a reasonable time, but in no event later than thirty (30) days after written notice by Concessionaire to County, specifying how County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance, then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XIV ACCESS BY COUNTY

County or County's agents shall have the right to enter the Licensed Area, at reasonable times, to examine the same and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable. The Concessionaire must provide the County with continuous access to the Licensed Area at all times.. The Guaranteed Annual Rent, Percentage Rent, and/or Additional Rent and other charges herein reserved and imposed shall not be abated while said repairs, alterations, improvements, or additions are being made. During the six (6) months prior to the expiration of the initial Term of this Agreement or any renewal thereof, County may exhibit the Licensed Area to prospective Concessionaires, and place upon the Licensed Area the usual notice "To Let" or similar notice, in a location that does not obscure Concessionaire's sign, which notices Concessionaire shall permit to remain thereon without molestation. If Concessionaire shall not be personally present to open and permit entry into the Licensed Area, at any time, when for any reason entry therein shall be necessary, County or County's agents may enter the same without in any manner affecting the obligations and covenants of this Agreement. County shall have immediate access in the event of an emergency. Any such entry shall be calculated to minimize interference with or disruption of Concessionaire's operations within the Licensed Area. Nothing herein contained, however, shall be deemed or construed to impose upon the County any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Licensed Area or the Vending Area or any part thereof, except as otherwise herein specifically provided.

**ARTICLE XV
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Agreement to the contrary, upon expiration of the initial Term of the Agreement, County shall have the right to cancel this Agreement for any reason upon ninety (90) days prior written notice to Concessionaire, whereupon the parties shall be relieved of all further obligation hereunder.

**ARTICLE XVI
QUIET ENJOYMENT**

Upon payment by the Concessionaire of the Guaranteed Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and obligations on Concessionaire's part to be observed and performed, Concessionaire shall peaceably and quietly hold and enjoy the Licensed Area for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Agreement.

**ARTICLE XVII
GUARANTY**

The payment of all rents and charges, and the performance of all covenants, terms and obligations of Concessionaire, required by this Agreement are guaranteed pursuant to that Guaranty Agreement, a copy of which is attached hereto as Exhibit "F" and made a part hereof.

**ARTICLE XVIII
MISCELLANEOUS**

Section 18.01 Entire Agreement

This Agreement and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Concessionaire concerning the Licensed Area and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Concessionaire unless reduced to writing and signed by them.

Section 18.02 Amendments

This Agreement may be modified and amended only by written instrument executed by the parties hereto.

Section 18.03 Notices Required by Agreement

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as

the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Parks & Recreation Department
Attn: Director, Parks Financial and Support Services
John Prince Park
2700 Sixth Avenue South
Lake Worth, FL 33461
Telephone: (561) 966-6650
Fax: (561) 242-6930

with a copy to:

Palm Beach County
Property and Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: (561) 233-0217
Fax: (561) 233-0210

and a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

(b) If to the Concessionaire at:

Little Deeper Charters, Inc. Attn: David Brown
118 Castlewood Drive #129
North Palm Beach, FL 33408
Telephone (561) 426-5299
Fax _____ E-mail: captdave@littledeepercharters.com

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

Section 18.04 Disclosure of Beneficial Interests

Concessionaire represents that simultaneously with Concessionaire's execution of this Agreement, Concessionaire has executed and delivered to County, the Disclosure of Beneficial Interests attached hereto as Exhibit "G" (the "Disclosure") disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the ownership of the Concessionaire. Concessionaire warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of the Concessionaire after the date of execution of the Disclosure and prior to or after the Effective Date of the Agreement, Concessionaire shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 18.03 of this Agreement.

Section 18.05 Severability

If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 18.06 Broker's Commission

Concessionaire represents and warrants that Concessionaire has not dealt with any real estate salesperson, agent, finder or broker in connection with this Agreement and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Concessionaire. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 18.07 Recording

Concessionaire shall not record this Agreement, or any memorandum or short form thereof, in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this Agreement.

Section 18.08 Waiver of Jury Trial

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT OR CONCESSIONAIRE'S USE AND OCCUPANCY OF THE LICENSED AREA.

Section 18.09 Governing Law and Venue

This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State Court of competent jurisdiction in Palm Beach County, Florida.

Section 18.10 Radon

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 18.11 Time of Essence

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 18.12 Waiver, Accord and Satisfaction

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by

Concessionaire requiring County's consent to or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Concessionaire. No re-entry by County subsequent to an act of default by Concessionaire shall bar the recovery of rents or damages for the default of any of the terms, conditions or covenants on the part of Concessionaire herein contained. The receipt of rent after default or condition broken, or delay on the part of County to enforce any right hereunder, shall not be deemed a waiver of any default by Concessionaire of any term, covenant or condition of this Agreement, or a waiver of the right of the County to terminate this Agreement or re-enter the Licensed Area or to re-let same, unless the payment received is for the full amount of rent, penalties, interest, and other amounts past due and non-payment of the same was the sole act of default.

Section 18.13 Construction

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 18.14 Incorporation by Reference

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

Section 18.15 Survival

Except as otherwise permitted herein, Concessionaire shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Concessionaire hereunder arising prior to the date of such termination.

Section 18.16 Effective Date of Agreement

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

Section 18.17 Successors

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties; and if there shall be more than one Concessionaire, they shall be bound jointly and severally by the terms, covenants and agreements herein. In the event County sells its interest in the Licensed Area and the purchaser assumes County's obligations and covenants, County shall thereupon be relieved of all further obligations hereunder.

Section 18.18 Public Entity Crimes

As provided in Section 287.131-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes. Concessionaire also certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been suspended from doing business with Palm Beach County.

Section 18.19 Independent Contractor Relationship

The Concessionaire is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Concessionaire's sole direction, supervision, and control. The Concessionaire shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Concessionaire's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The Concessionaire does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

Section 18.20 Palm Beach County Office of the Inspector General

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 18.21 Record Keeping

Concessionaire shall keep, throughout the entire term of the Agreement or any extension thereof, all books of account and records customarily used in this type of operation, and as from time to time may be required by County, in accordance with GAAP. Such books of accounts and records shall be retained and available for such period of time as provided herein unless otherwise approved by County. County, at all times, throughout the term of the Agreement or any extension thereof and for up to three (3) years following expiration, shall have the right to audit and examine during normal working hours, all such records and books of accounts relating to Concessionaire's operation, provided that Concessionaire shall not be required to retain such books of accounts and records for more than three (3) years after the end of the final year of this Agreement including any extensions thereto.

Concessionaire shall arrange for the books of account and records to be brought to a location convenient to the auditors for the County in order for the County to conduct the audits and inspections. Failure of the Concessionaire to keep record of and provide the information to County as set forth herein shall be considered a default under the terms of this Agreement. The requirements set forth in this paragraph shall survive the termination or expiration of this Agreement.

Section 18.22 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Seller.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESS:

CONCESSIONAIRE:

[Handwritten Signature]
Witness signature

By [Handwritten Signature]

Richard C Bogart
Print witness name

Name: David M. Brown

[Handwritten Signature]
Witness signature

Title: President

Peta-Laye Belizaire
Print witness name

(SEAL)

or

~~(SEAL)~~

~~(Not for Profit)~~

ATTEST:

COUNTY:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY,
a political subdivision of the State of
Florida

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

WITNESS:

Witness signature

Print witness name

Witness signature

Print witness name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

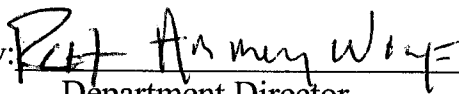
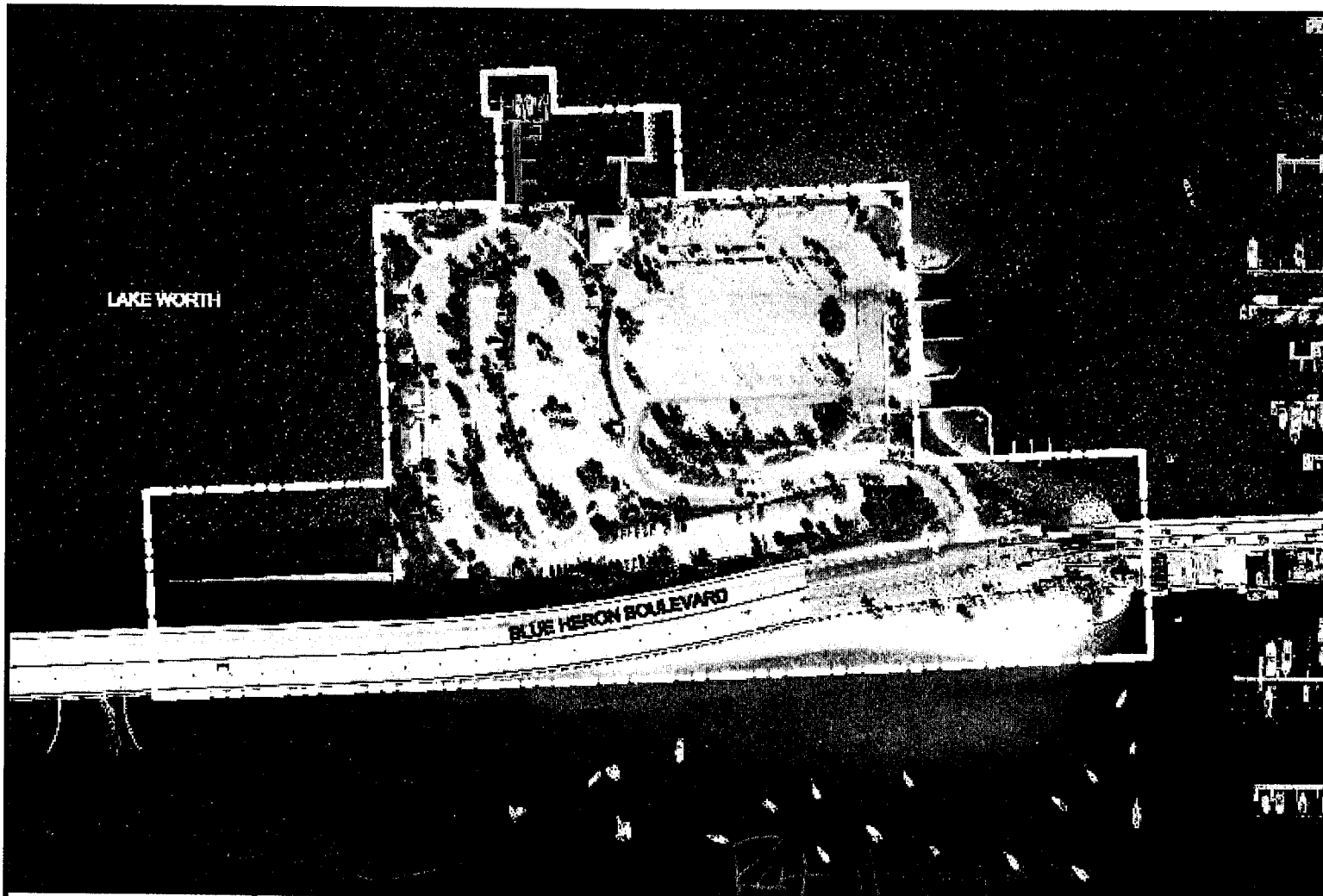
By: 
Department Director

EXHIBIT "A"
TO THE CONCESSIONAIRE SERVICE AGREEMENT

"The Park"



 **PALM BEACH
 COUNTY
 PARKS &
 RECREATION
 DEPARTMENT**

PHIL FOSTER MEMORIAL PARK
 900 E. Blue Heron Boulevard
 Riviera Beach, FL 33404

This map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The County makes no warranty, expressed or implied, as to the use of this map. There are no implied warranties of merchantability or fitness for a particular purpose. The user of this map acknowledges and accepts the limitations of this map, including the fact that the data presented can become out of a current state of maintenance, correction and update.

RANGE DATE: 8/21/11 MAP DATE: 8/21/2011 M. CHARLETTE



EXHIBIT "B"
TO THE CONCESSIONAIRE SERVICE AGREEMENT

LICENSED AREA

Page 1 of 4

VENDING AREA

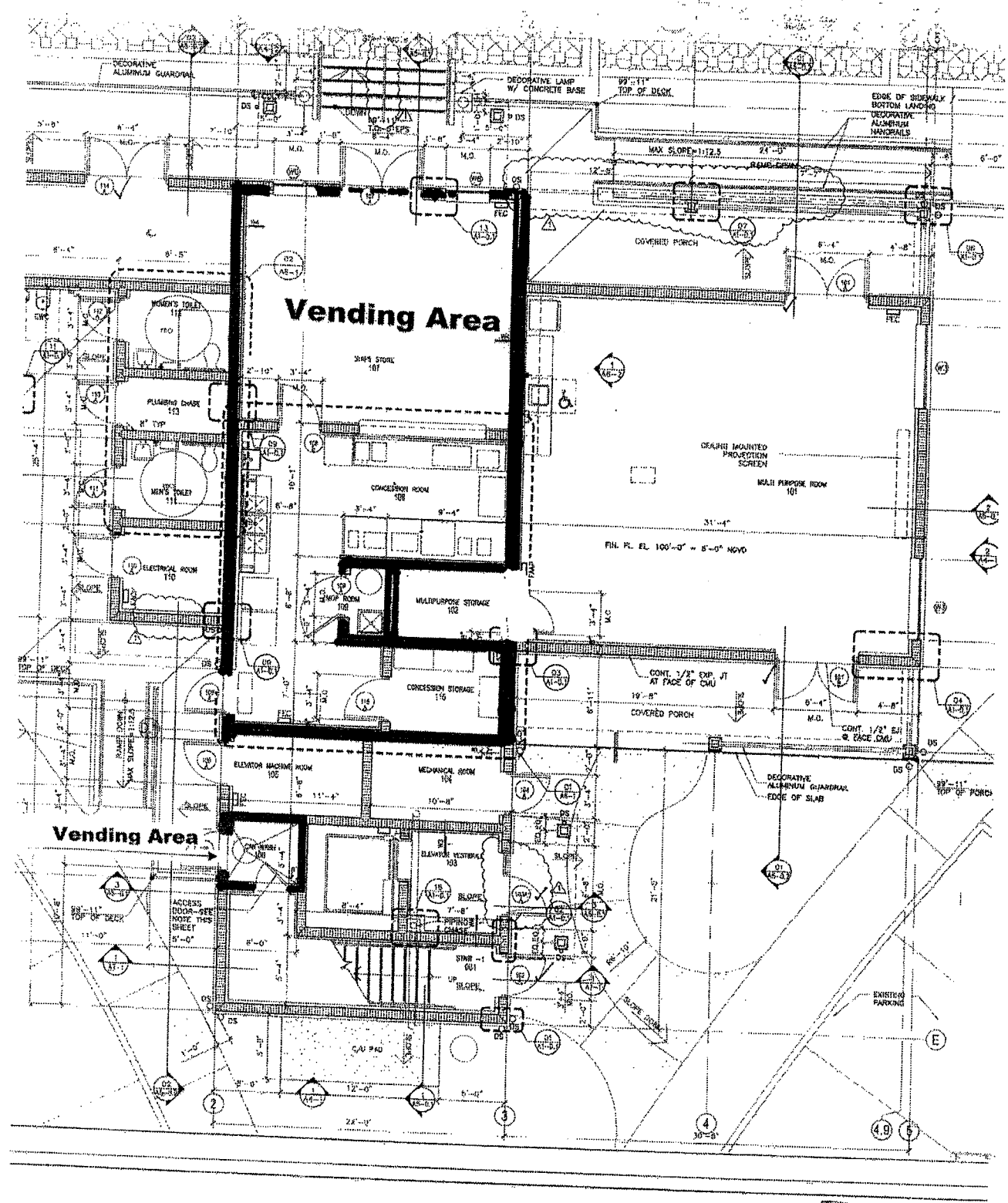
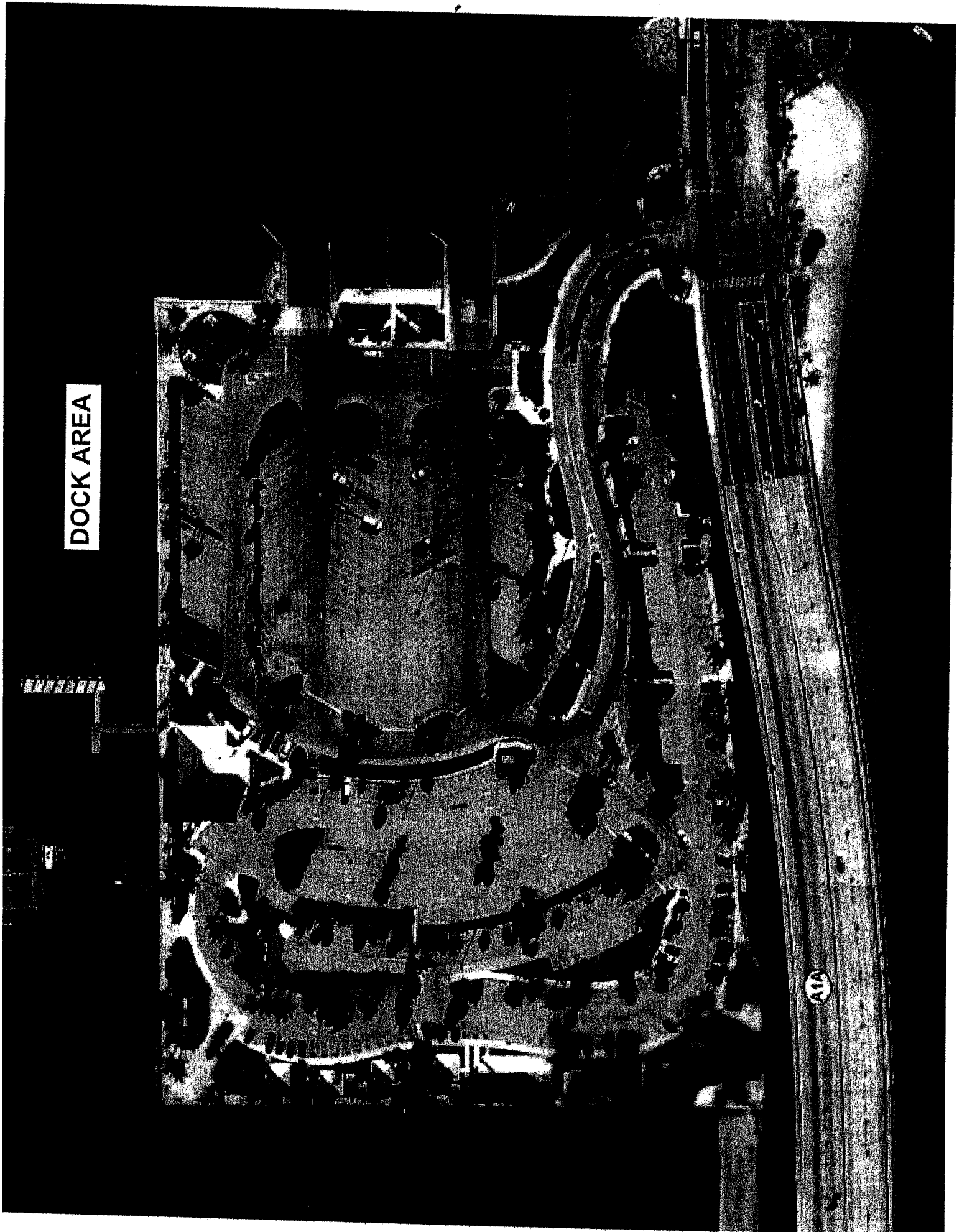


EXHIBIT "B"
TO THE CONCESSIONAIRE SERVICE AGREEMENT

LICENSED AREA

Page 2 of 4



DOCK AREA

EXHIBIT "B"
TO THE CONCESSIONAIRE SERVICE AGREEMENT
LICENSED AREA

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EXHIBIT "B"
TO THE CONCESSIONAIRE SERVICE AGREEMENT
LICENSED AREA

Page 3 of 4

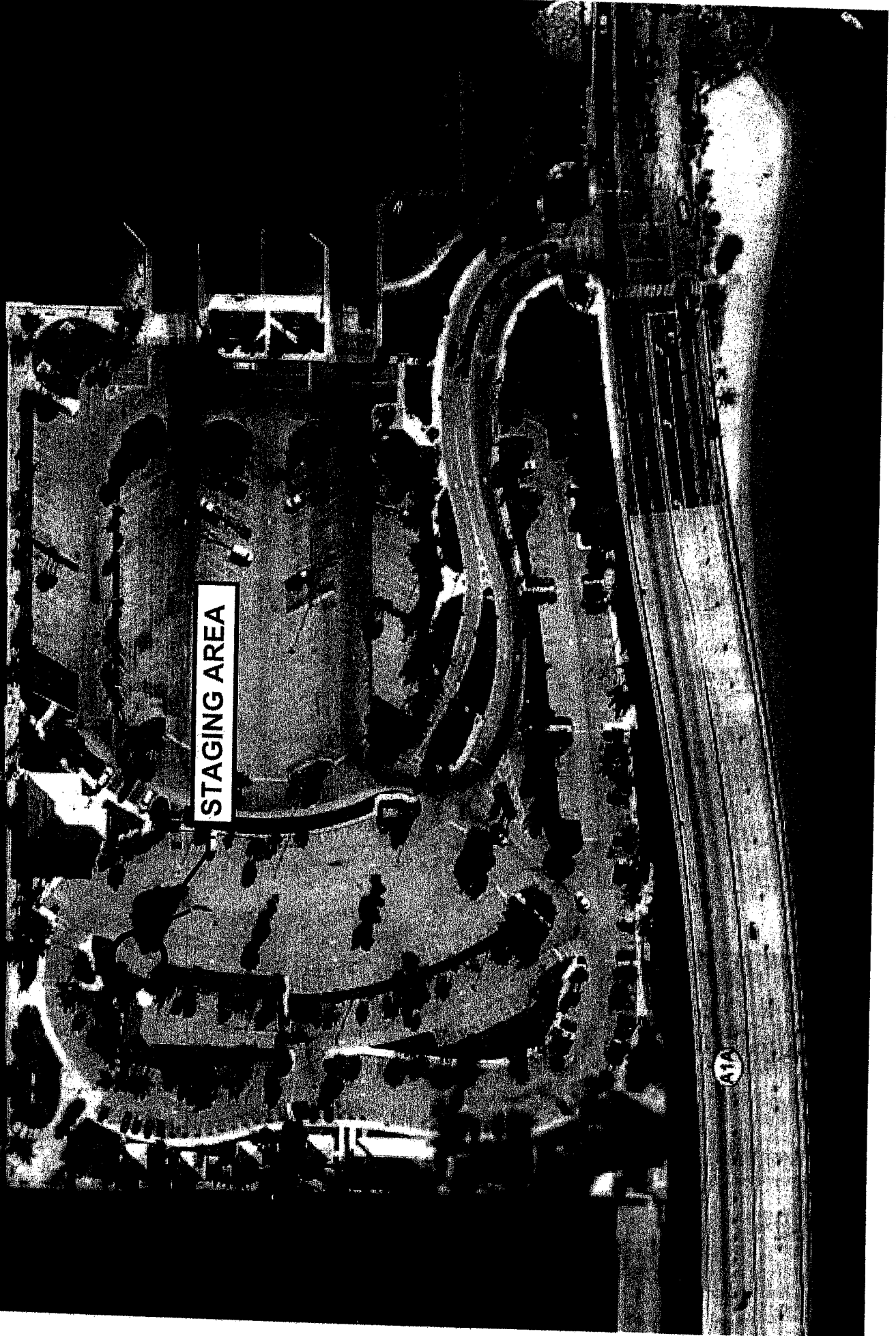


EXHIBIT "C"
TO THE CONCESSIONAIRE SERVICE AGREEMENT
SUBMERGED LANDS LEASE



CFN 20110347148
 OR BK 24748 PG 0433
 RECORDED 09/16/2011 12:44:06
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0433 - 449; (17pgs)

This Instrument Prepared By:
James Wright
 Recurring Revenue Section
 Bureau of Public Land Administration
 3900 Commonwealth Boulevard
 Mail Station No. 125
 Tallahassee, Florida 32399

R 2011-1180 AUG 16 2011

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
 OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 500012026
 PA NO. _____

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Palm Beach County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 27, Township 42 South, Range 43 East, in Lake Worth, Palm Beach County, containing 38,654 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 25, 2009.

TO HAVE THE USE OF the hereinabove described premises from April 1, 2011, the effective date of this lease renewal, through April 1, 2016, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a 32-slip docking facility exclusively to be used for mooring of recreational vessels, personal watercraft rentals, law enforcement marine unit vessels, a water taxi service, and for a private dive boat operation in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 27 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit Nos. 50-0206971-001, dated July 10, 2003 and 50-0206971-002 dated February 18, 2004, Modified Permit Nos. 50-0206971-007 dated April 16, 2009 and 50-0206971-008 dated August 28, 2009, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$6,054.11 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permits and Modified Permits. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Palm Beach County
Parks and Recreation Department
2700 6th Avenue, South
Lake Worth, Florida 33461-4799

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

17. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. **PERMISSION GRANTED:** Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. **RENEWAL PROVISIONS:** Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

20. **REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:** If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. **REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY:** Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

22. **RECORDATION OF LEASE:** The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

23. **RIPARIAN RIGHTS/FINAL ADJUDICATION:** In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

24. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

25. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. SPECIAL LEASE CONDITION: During the term of this lease and all subsequent renewal periods, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 50-0206971-002, dated February 18, 2004.

WITNESSES:

Michelle Brady
Original Signature

Michelle Brady
Print/Type Name of Witness

Jelley C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: Jeffery M Gentry
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

STATE OF FLORIDA
COUNTY OF LEON

"LESSOR"

The foregoing instrument was acknowledged before me this 6th day of September, 2011, by Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:
[Signature]
DEP Attorney

Jelley C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name
My Commission Expires
Notary Public State of Florida
Kathy C Griffin
My Commission DD727692
Expires 10/30/2011
Commission/Serial No.

R20111180 AUG 16 2011

Palm Beach County, Florida
By its Board of County Commissioners (SEAL)

BY: [Signature]
Original Signature of Executing Authority
Karen T. Marcus
Typed/Printed Name of Executing Authority
Chair
Title of Executing Authority

WITNESSES:

Glendia y. Harvey
Original Signature

Glendia y. Harvey
Typed/Printed Name of Witness

Barbara Strickland
Original Signature

Barbara Strickland
Typed/Printed Name of Witness

"LESSEE"

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16th day of August, 2011, by Karen T. Marcus as Chair for and on behalf of the Board of County Commissioners of Palm Beach County, Florida. She is personally known to me ~~and her production of identification~~

My Commission Expires
STATE OF FLORIDA
Tracey Powell
Commission #DD754038
Expires: JAN-31-2012
COMMISSIONERS TRU ATLANTIC BONDING CO., INC.
Commission/Serial No.

Tracey Powell
Notary Public, State of Florida
Tracey Powell
Printed, Typed or Stamped Name

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By [Signature]
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
[Signature]
COUNTY ATTORNEY

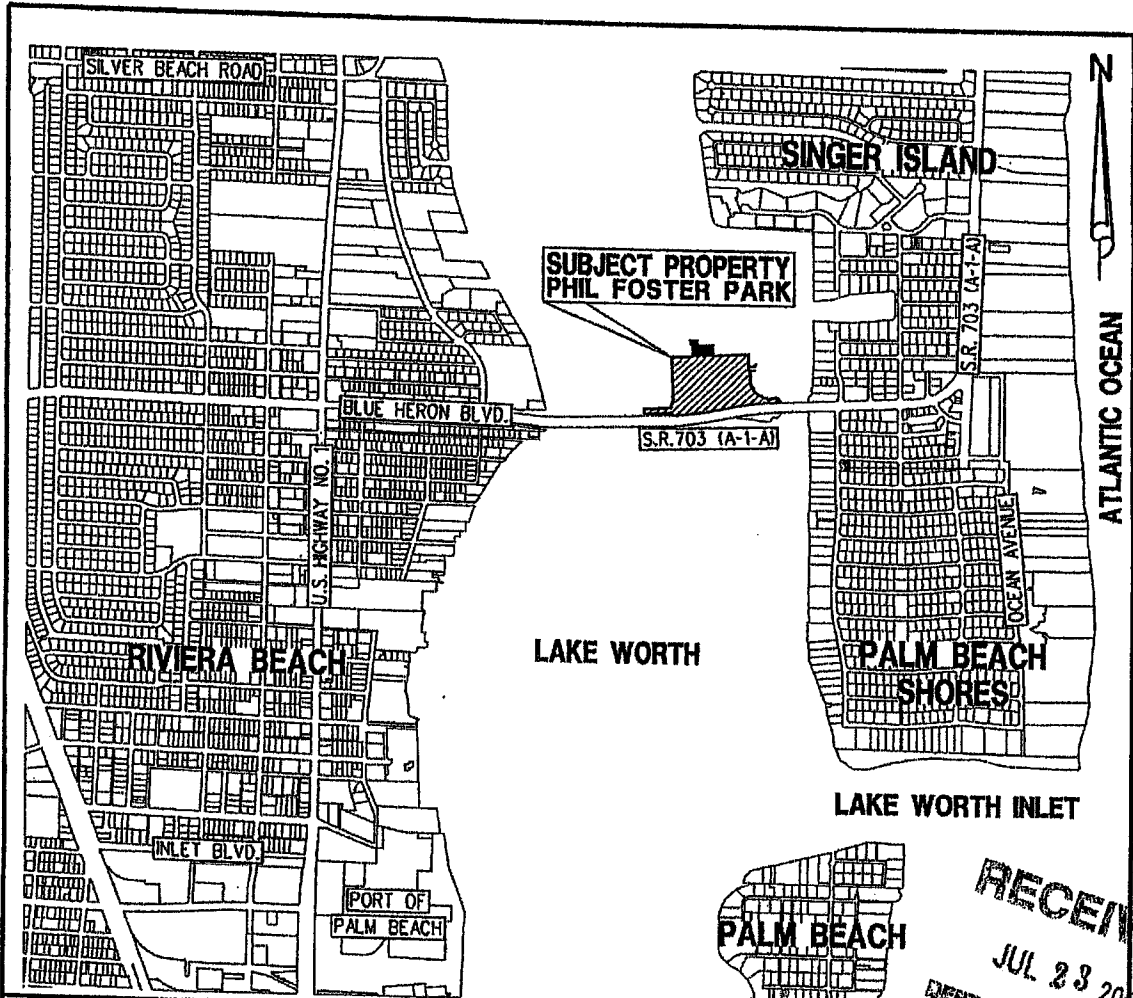


Attachment A
 Page 7 of 17 Pages
 SSLL No. 500012026

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SCALE 1:24 000

**SOVEREIGNTY SUBMERGED LANDS LEASE FOR PHIL FOSTER PARK
SECTION 27 - TOWNSHIP 42 SOUTH - RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA**



VICINITY MAP

SHEET INDEX

1	COVER SHEET, VICINITY MAP, SHEET INDEX
2	SURVEYOR'S REPORT
3	LEGAL DESCRIPTION
4	BOUNDARY
5	PROPOSED DOCK ENHANCEMENTS
6	PROPOSED DOCK DETAIL
7	PROPOSED DOCK DETAIL
8	PROPOSED DOCK SLIP NUMBERS

ABBREVIATIONS

ALUM.	= ALUMINUM
CONC.	= CONCRETE
D.B.	= DEED BOOK
EL.	= ELEVATION
EXIST.	= EXISTING
FND.	= FOUND
O.R.B.	= OFFICIAL RECORD BOOK
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
PG.	= PAGE
R/W	= RIGHT OF WAY
TYP.	= TYPICAL

RECEIVED
JUL 23 2009
DEPT. OF ENVIRONMENTAL PROTECTION
WEST PALM BEACH, FLORIDA

LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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CKD. D.C.L.	SHEET 1 OF 8	DWG. A06-144C

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**SOVEREIGNTY SUBMERGED LANDS LEASE FOR PHIL FOSTER PARK
SECTION 27 - TOWNSHIP 42 SOUTH - RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA**

SURVEYOR'S REPORT:

1. THIS IS A SUBMERGED LANDS LEASE TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 61G17-6.002(8), FLORIDA ADMINISTRATIVE CODE. THE PURPOSE OF THIS SURVEY IS FOR A SUBMERGED LANDS LEASE THAT CONFORMS TO THE SLERP PROCEDURES MANUAL - SLER 0950.
2. SURVEY BASED ON THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, SOVEREIGNTY SUBMERGED LANDS LEASE NO. 500012026, RECORDED IN OFFICIAL RECORD BOOK 20481, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. TOTAL AREA = 0.89 ACRES OR 38,654 SQUARE FEET, MORE OR LESS.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 43 EAST, SAID LINE BEARS NORTH 88°33'53" WEST.
5. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND ARE RELATIVE TO RECOVERED PALM BEACH COUNTY BENCH MARK "S-309 RESET" HAVING A PUBLISHED ELEVATION OF 11.558.
6. COORDINATES SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC SURVEY: STATE PLANE TRANSVERSE MERCATOR PROJECTION; FLORIDA EAST ZONE; NORTH AMERICAN DATUM OF 1983; 1990 ADJUSTMENT (NAD83/90).
7. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. EASEMENTS AND/OR RESTRICTIONS SHOWN HEREON ARE BASED ON CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT FILE NO. 2809006 & 2809007; EFFECTIVE DATE: 9/1/2008 AT 8:00 A.M.
8. THE EXPECTED USE OF THE SUBJECT PROPERTY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6.003, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
9. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.

CERTIFIED TO:
AECOM WATER

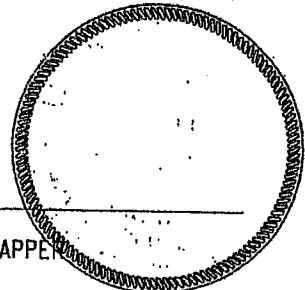
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.
THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

10. © COPYRIGHT 2009 BY LIDBERG LAND SURVEYING, INC. THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

LIDBERG LAND SURVEYING, INC.

DATE OF SURVEY: DECEMBER 18, 2008 BY: _____

(Signature)
DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613



07/20/09 ADD SHEET B WITH SLIP NUMBERS 06-144-410B R.J.W.
06/11/09 REVISED PROPOSED DOCKS 06-144-410A L.J.C.

LIDBERG LAND SURVEYING, INC.			
LB4491 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL: 561-746-8454			
CAD.	R:\UST \ 274243 \ 06-144-102A \ 06-144-102A.DGN		
REF.			
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OFF. CASASUS	576	54	DATE MARCH 25, 2009
CKD. D.C.L.	SHEET 2	OF 8	DWG. A06-144C

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**SOVEREIGNTY SUBMERGED LANDS LEASE FOR PHIL FOSTER PARK
SECTION 27 - TOWNSHIP 42 SOUTH - RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA**


LEGAL DESCRIPTION:

A PARCEL OF SUBMERGED LAND LYING IN BODY OF WATER KNOWN AS LAKE WORTH, IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 88°33'53" WEST ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 224.79 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD NO. 703 (A-1-A); THENCE SOUTH 02°10'46" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 2996.05 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. A-1-A (BLUE HERON BOULEVARD), AS SHOWN ON THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SECTION 93080-2506); THENCE SOUTH 87°13'15" WEST ALONG SAID CENTERLINE, A DISTANCE OF 2154.65 FEET; THENCE NORTH 02°46'45" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 550.00 FEET; THENCE SOUTH 87°13'15" WEST, A DISTANCE OF 328.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°46'45" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 87°13'15" WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 02°46'45" WEST, A DISTANCE OF 43.00 FEET; THENCE SOUTH 87°13'15" WEST, A DISTANCE OF 105.50 FEET; THENCE SOUTH 02°46'45" EAST, A DISTANCE OF 63.50 FEET; THENCE NORTH 87°13'15" EAST, A DISTANCE OF 15.50 FEET; THENCE SOUTH 02°46'45" EAST, A DISTANCE OF 109.50 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE, NORTH 87°13'15" EAST, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

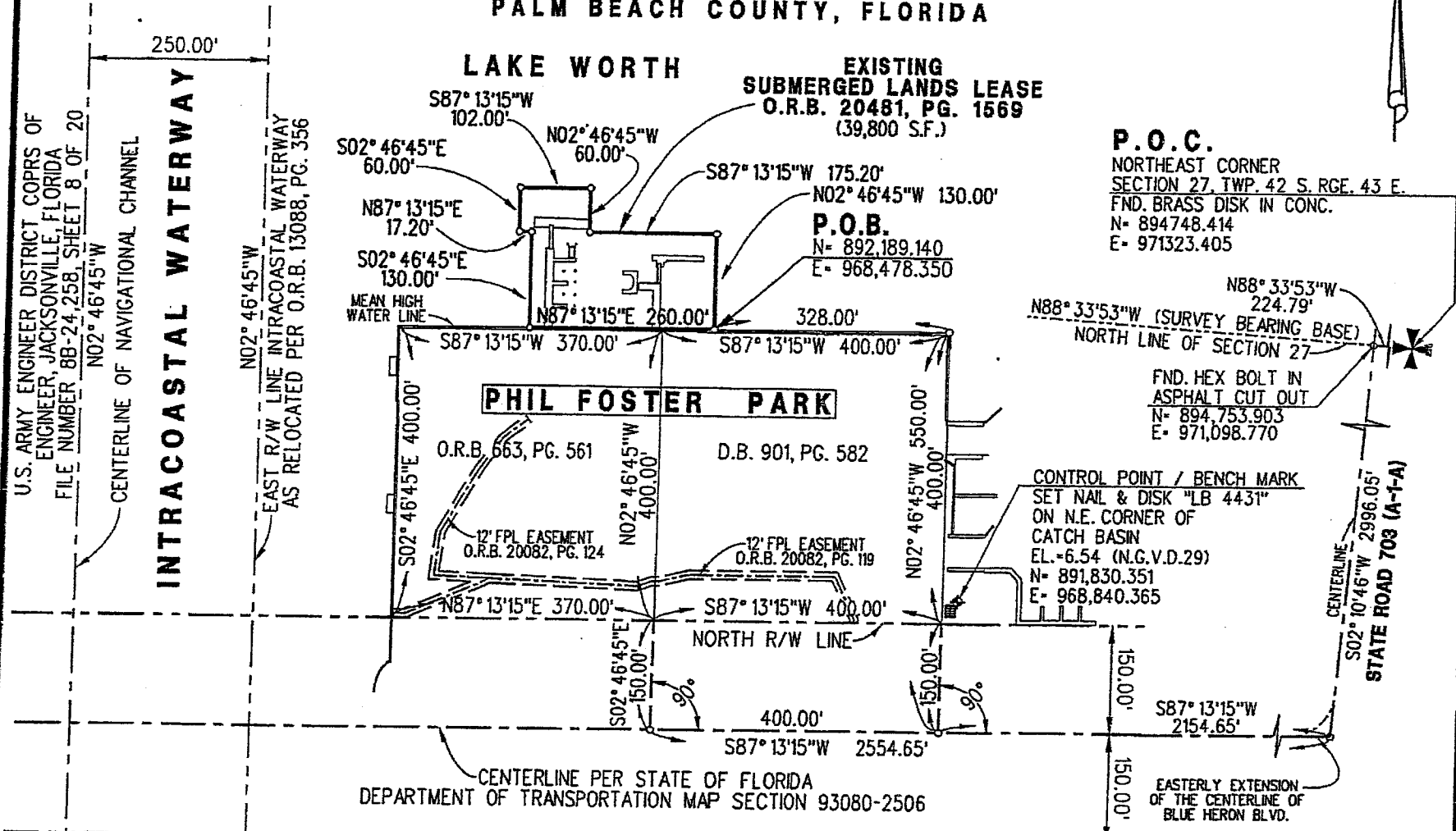
TOTAL AREA CONTAINS 38,654 SQUARE FEET.

LEGAL DESCRIPTION

 LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454	CAD. K:\UST\274243\06-144-102A\06-144-102A.DGN		
	REF.		
	FLD.	FB.	PG.
	OFF. CASASUS		
	CKD. D.C.L.	SHEET 3	OF 8
		JOB 06-144-102A	
		DATE MARCH 25, 2009	
		DWG. A06-144C	

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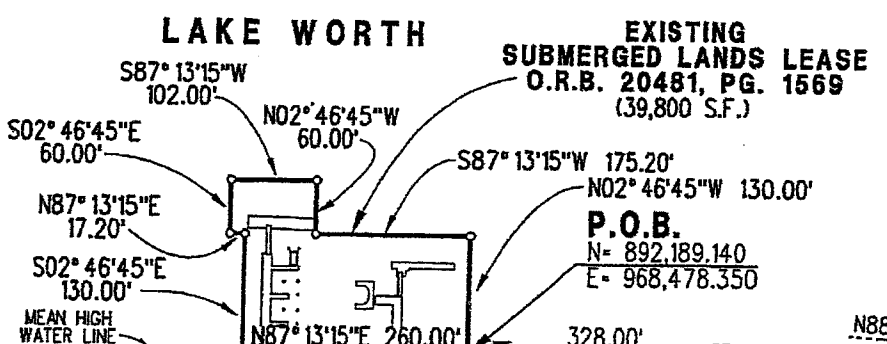
**SOVEREIGNTY SUBMERGED LANDS LEASE FOR PHIL FOSTER PARK
SECTION 27, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA**



U.S. ARMY ENGINEER DISTRICT CORPS OF
ENGINEER, JACKSONVILLE, FLORIDA
FILE NUMBER 88-24-258, SHEET 8 OF 20

INTRACOASTAL WATERWAY

EAST R/W LINE INTRACOASTAL WATERWAY
AS RELOCATED PER O.R.B. 13088, PG. 356



P.O.C.
NORTHEAST CORNER
SECTION 27, TWP. 42 S. RGE. 43 E.
FND. BRASS DISK IN CONC.
N= 894748.414
E= 971323.405

N88°33'53"W (SURVEY BEARING BASE)
NORTH LINE OF SECTION 27

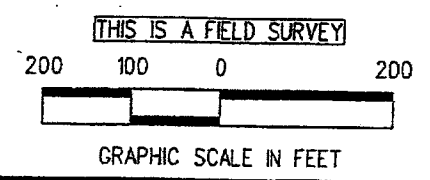
FND. HEX BOLT IN ASPHALT CUT OUT
N= 894,753.903
E= 971,098.770

CONTROL POINT / BENCH MARK
SET NAIL & DISK "LB 4431"
ON N.E. CORNER OF
CATCH BASIN
EL. = 6.54 (N.G. V.D. 29)
N= 891,830.351
E= 968,840.365

CENTERLINE
STATE ROAD 703 (A-1-A)

CENTERLINE PER STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION MAP SECTION 93080-2506

BLUE HERON BLVD. STATE ROAD 703 (A-1-A) BOUNDARY



LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 274243 \ 06-144-102A \ 06-144-102A.DGN			
REF.			
FLD.	B.D.	FB.	PG.
OFF.	CASASUS	576	54
CKD.	D.C.L.	SHEET 4	OF 8
JOB 06-144-102A		DATE MARCH 25, 2009	
DWG. A06-144C			

Attachment A
Page 11 of 17 Pages
SSLL No. 500012026



LAKE WORTH

SOVEREIGNTY SUBMERGED LANDS LEASE FOR
PHIL FOSTER PARK
SECTION 27, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

PROPOSED FINGER
PIER WITH FIBERGLASS
GRATE DECK (TYP.)

610' +/- TO CENTERLINE OF
INTRACOASTAL WATERWAY CHANNEL

EXISTING LEASE BOUNDARY

PROPOSED
SOVEREIGNTY SUBMERGED
LANDS LEASE BOUNDARY
(38,654 S.F.)

S02° 46'45"E
63.50'
PROPOSED DOCK ADDITION
WITH FIBERGLASS
GRATE DECK

N87° 13'15"E
15.50'
MEET EXISTING
DOCK

N- 892,176.533
E- 968,218.656

S02° 46'45"E
109.50'

S87° 13'15"W
105.50'

N02° 46'45"W
43.00'

S87° 13'15"W 170.00'

N02° 46'45"W 130.00'

N87° 13'15"E 260.00'

UPLAND OWNER: PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

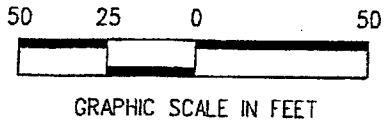
AREA TABULATION:
EXISTING LEASE AREA 39,800 S.F.
PROPOSED LEASE AREA 38,654 S.F.
CHANGE (-) 1,146 S.F.

P.O.B.
N- 892,189.140
E- 968,478.350

EXIST. CONC. SEAWALL
WITH ALUM. RAILING

EXIST. CONC. SEAWALL
WITH ALUM. RAILING

THIS IS A FIELD SURVEY

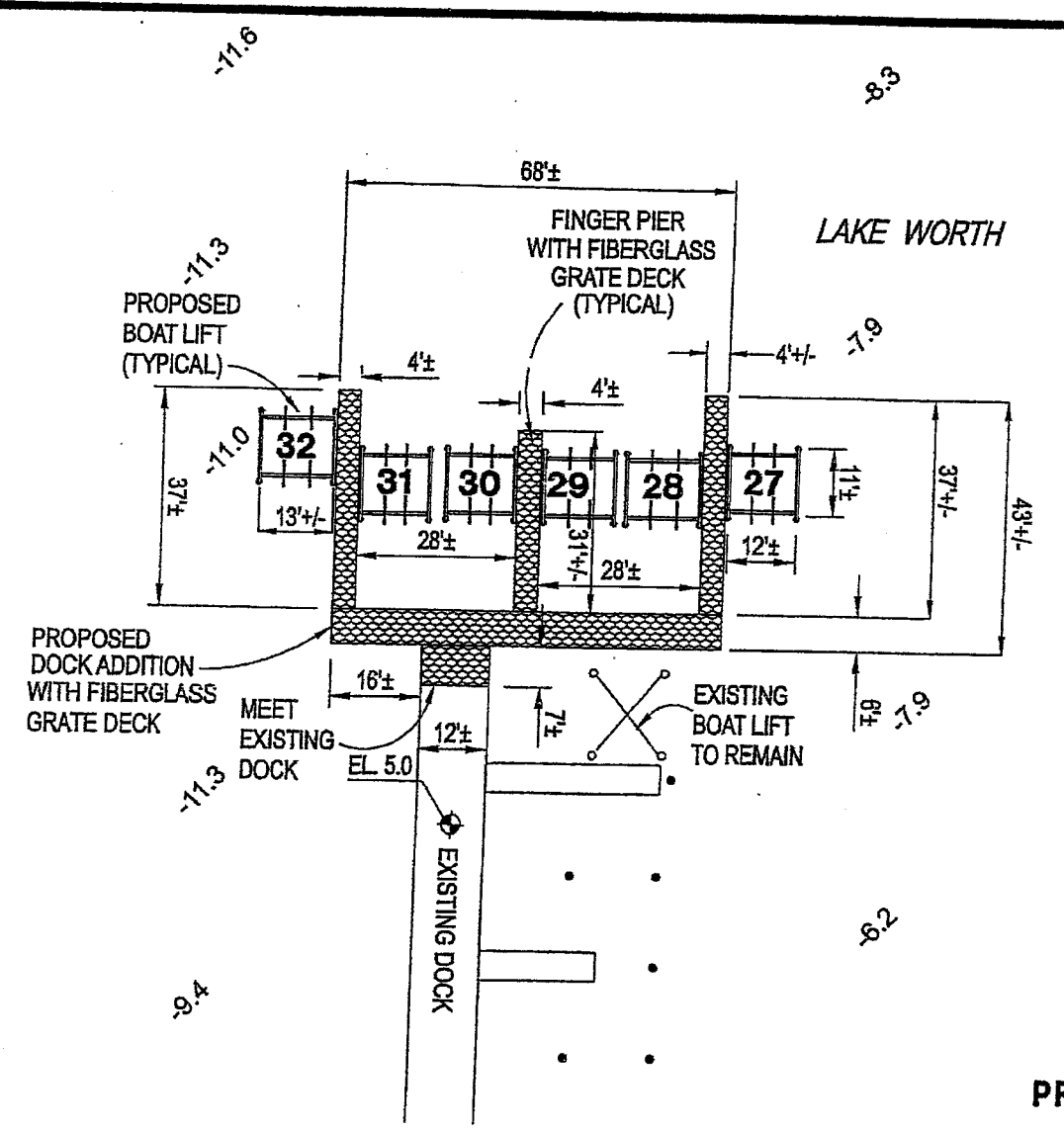


LIDBERG LAND SURVEYING, INC.

LB44431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

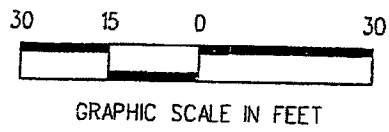
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REF.					
FLD.	BD.	FBL	PG.	JOB 06-144-102A	
DF.	CASASUS	576	54	DATE MARCH 25, 2009	
CKD.	D.C.L.	SHEET 5	OF 8	DWG. A06-144C	

Attachment A
Page 12 of 17 Pages
SSLL No. 500012026



PROPOSED SLIP DIMENSIONS		
SLIP NO.	WIDTH	LENGTH
27	14.0'	42.0'
28	14.0'	34.0'
29	14.0'	34.0'
30	14.0'	34.0'
31	14.0'	34.0'
32	14.0'	42.0'

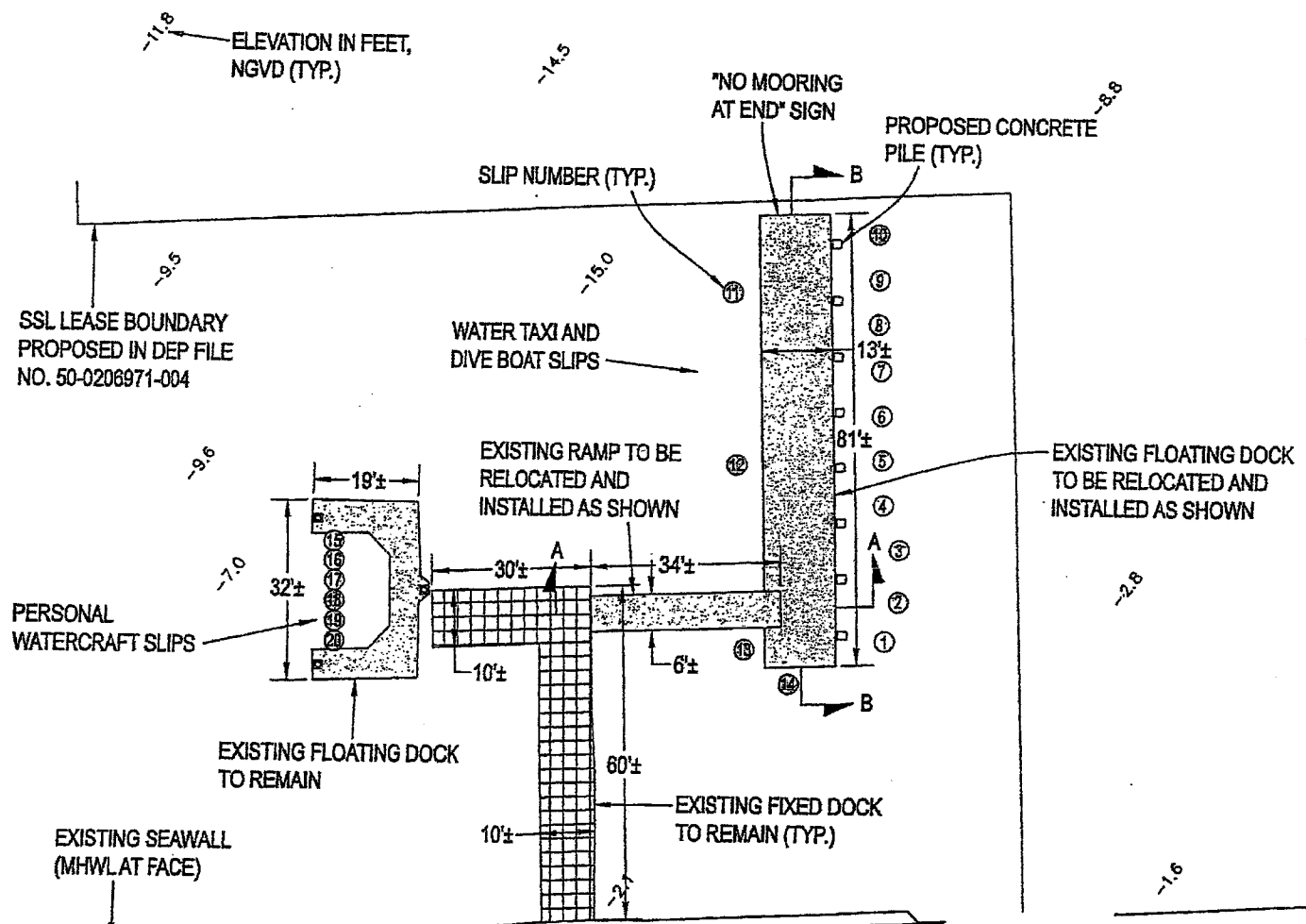
**PROPOSED DOCK IMPROVEMENTS
DETAIL**



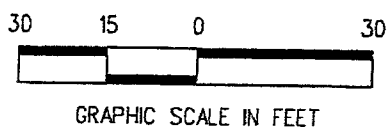
LIDBERG LAND SURVEYING, INC.
 675 West Indian Town Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454
 LB4431

CAD. K:\UST\274243\06-144-102A\06-144-102A.DGN			
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CKD.	D.C.L.	SHEET 6 OF 8	DWG. A06-144C
		JOB	06-144-102A
		DATE	MARCH 25, 2009

Attachment A
 Page 13 of 17 Pages
 SLL No. 500012026

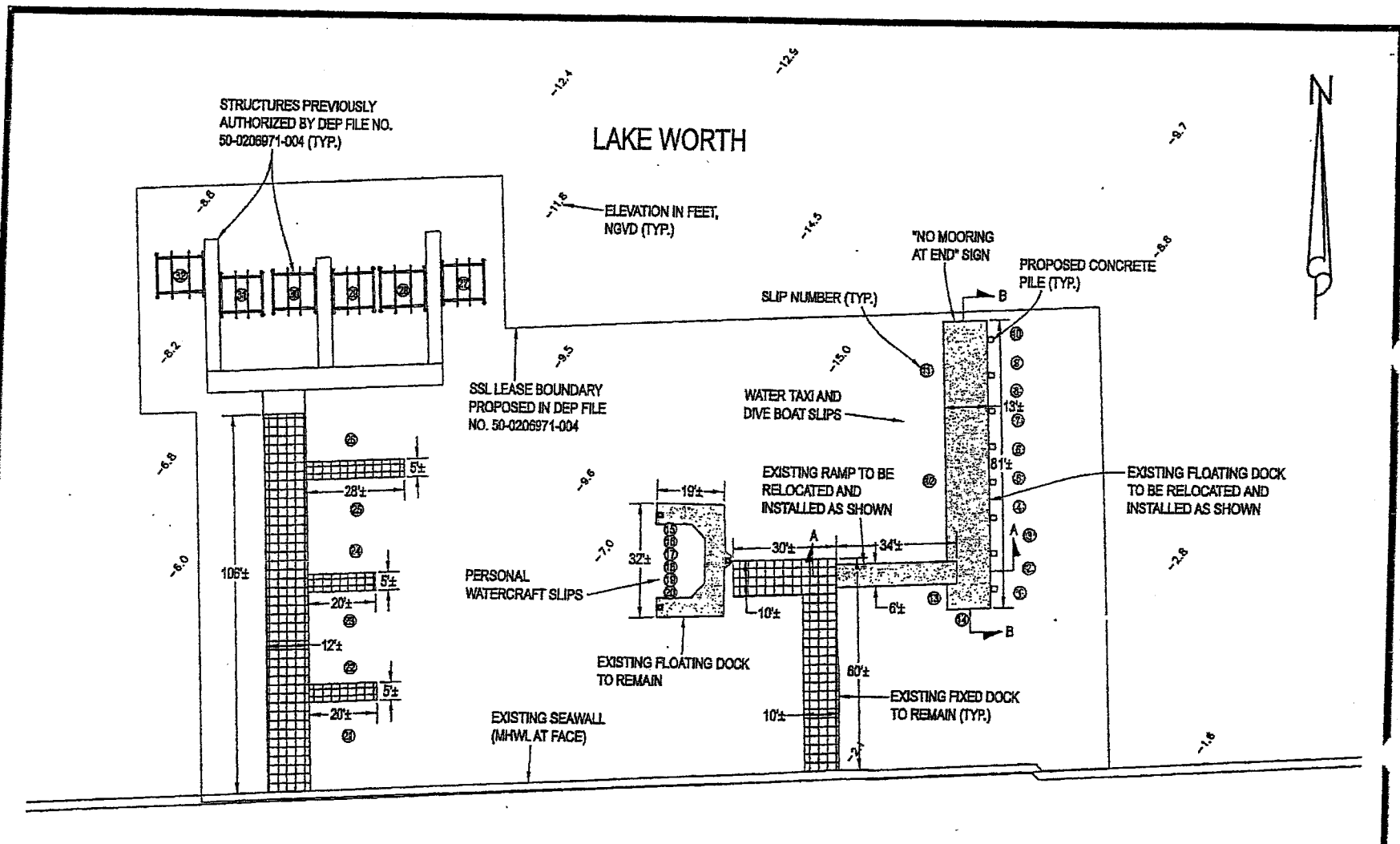


**PROPOSED DOCK IMPROVEMENTS
DETAIL**



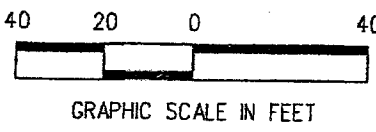
LIDBERG LAND SURVEYING, INC.
 675 West Indian Town Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454
 LB4431

CAD. K:\UST\274243\06-144-102A\06-144-102A.DGN			
REF.			
FLD.	B.D.	FB.	PG.
OFF.	CASASUS	576	54
CKD.	D.C.L.	SHEET 7 OF 8	DWG. A06-144C
JOB 06-144-102A		DATE MARCH 25, 2009	



PHIL FOSTER PARK

PROPOSED DOCK SLIP NUMBERS



LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST\274243\06-144-102A\06-144-102A.DGN			
REF.			
FLD.	B.D.	FB.	PG.
OFF.	CASASUS	576	54
CKD.	D.C.L.	SHEET	B OF B
JOB		DATE	
06-144-102A		MARCH 25, 2009	
DWG.		A06-144C	

Internal Improvement Fund, State of Florida

DEED NO. 19581.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 253.12 Florida Statutes, 1941, and according to the provisions and procedure provided for in Section 253.13, Florida Statutes, 1941, for and in consideration of the sum of \$10.00 and other good and valuable considerations, to them in hand paid by

PALM BEACH COUNTY,

County, Florida, receipt of which is hereby acknowledged, have granted, gained, sold and conveyed to the said PALM BEACH COUNTY

the following described lands, to-wit:

Commence at the section corner common to Sections 22, 23, 26 and 27 of Township 42 South, Range 43 East; thence West along the section line between Sections 22 and 27, 224.9 feet to the center line of State Road No. 703; thence in a southerly direction along the center line of said road 2,995.82 feet; thence in a westerly direction 427.15 feet to the intersection with the meander of the easterly shore of Lake Worth, which said point is also in the center line, or said line projected eastwardly, of Riviera Memorial Causeway and Bridge; thence in a westerly direction along the center line of said causeway and bridge 1,727.50 feet; thence northerly at right angles to the center line of said causeway and bridge 150 feet to the POB at the North right-of-way line of said causeway and bridge; thence westerly parallel with the center line of said causeway and bridge along the right-of-way line thereof 400 feet; thence northerly at right angles to the center line of said causeway and bridge 400 feet; thence easterly parallel with the center line of said causeway and bridge 400 feet; thence southerly at right angles with the center line of said causeway and bridge 400 feet to the POB first above described.

Containing 3.673 acres, more or less, and lying and being in Section 27, Township 42 South, Range 43 East, PALM BEACH COUNTY, Florida.

IT IS DISTINCTLY AGREED AND UNDERSTOOD that the above described premises are to be used by Palm Beach County, Florida, for public purposes only, and said premises cannot be sold, conveyed or otherwise disposed of by Palm Beach County, Florida, and that in the event said county uses or attempts to use the above premises for any other than a public purpose or sells, conveys or otherwise disposes of said premises this deed becomes null and void and of no effect and that title to above described premises reverts to said Trustees of the Internal Improvement Fund of the State of Florida.

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 253.12, Florida Statutes, 1941, unto the said

PALM BEACH COUNTY, Florida.

~~THE~~
~~INTERNAL IMPROVEMENT FUND~~

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 15th day of March, A. D. Ninete

Hundred and Fifty.

Fuller Warren (SEAL)
Governor.
C. M. Gay (SEAL)
Comptroller.
J. Edwin Larson (SEAL)
Treasurer.
Richard W. Ervin (SEAL)
Attorney-General.
Nathan Mayo (SEAL)
Commissioner of Agriculture.

(SEAL)
sent to Harry A. Johnston
West Palm Beach, Florida
March 16, 1950

EXHIBIT "D"
TO THE CONCESSIONAIRE SERVICE AGREEMENT
FORMAT FOR RESPONSE

FORMAT FOR RESPONSE

Items 1-22 below set forth the minimum criteria and information which each of the proposals must meet and provide in order to be considered responsive and be eligible for further consideration. The failure to meet any one of the minimum criteria or to provide the requested information may cause the proposal to be rejected as non-responsive. All responses must be made on this form, with attachments if additional space is required.

1. Name of Respondent/Firm (exactly as it is to appear on the Agreement):
Little Deeper Charters Inc.

2. Principal Office/Mailing Address:
118 Castlewood Dr #129
North Palm Bch., FL 33408

3. Telephone Number: 561-436-5299

4. Contact Person/Title: Lynn S. Landau Brown

Form of Business Entity: Corporation Joint Venture
 General Partnership L.L.C.
 Limited Partnership
 Public Corporation

Specify date of organization: Nov. 2006

Individual

6. Name, address and percentage ownership of all individual participants in Respondent's business entity. Specify which individuals will be actively involved in the management or operation of the concession and which individuals will be non-active participants: [Non-business individuals are not required to complete this section.]

Name	Address	Percentage Ownership
David M Brown	118 Castlewood Dr #129 N.P.B. FL	50%
Lynn S. Landau Brown	" " "	50%

7. Has Respondent, any of its owner participants or any of its Subcontractors ever filed a petition for bankruptcy or been declared bankrupt?

Yes ()
No (X)

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

8. Provide the amount of Respondent's proposed rent as set forth in Section II.A.2 of the RFP: *SEE ATTACHED*

i) Proposed dollar amount for the Guaranteed Annual Rent (no minimum):

ii) Proposed percentage for Percentage Rent (minimum 8%):

9. Attach evidence of Respondent's experience and qualifications for the provision of the proposed activities and services as set forth in Section II. A. 3 of the RFP.
SEE NARRATIVE

10. Attach evidence of each Subcontractor's experience and qualifications for the provision of the proposed activities and services, and letters of commitment from Subcontractors, as set forth in Section II. A. 3 of the RFP. If subcontractor's are not being used, please state in proposal.
SEE ATTACHED

11. Identify all concession service areas.

12. Attach the Respondent's operational business plan, the requirements for which are set forth in detail in Section II.A.4. of the RFP.
SEE NARRATIVE

13. Attach a copy of Respondent's financial statements and a detailed narrative of the Respondent's financial ability to implement its proposal, the requirements for which are set forth in detail in Section II.A.5 of the RFP.
TAXES ATTACHED AND YEARLY PROJECTIONS

14. Attach an executed Sworn Statement on Public Entity Crimes.
ATTACHED

15. Palm Beach County desires to involve small business enterprises in the economic activity of County facilities/operations. To be considered as a small business enterprise, Respondent must submit a copy of the Respondent's SBE certification by Palm Beach County.

16. If the Respondent wishes to be considered a local business, the Respondent must also submit a Certification of Business Location along with the copy of the Respondent's current occupational license.

17. If Respondent is going to submit a Drug-Free Workplace Certification indicating that Respondent has implemented a Drug-Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes, the executed Drug-Free Workplace Certification must be submitted with the proposal.
ATTACHED PLUS DOT/COAST GUARD LETTER
18. Provide two (2) executed original Agreements, together with all exhibits (exhibits are to be executed, if applicable).
19. A security deposit in the amount of \$3,500.00, shall be in the form of a cashier's check made payable to the Palm Beach County Board of County Commissioners.
20. Submit any additional information that may be pertinent to indicate financial and operational capabilities of the Respondent to operate as a Concessionaire for all proposed activities.
21. Attach signed addenda, if applicable.
22. Objections, if any.
NONE

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the County and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

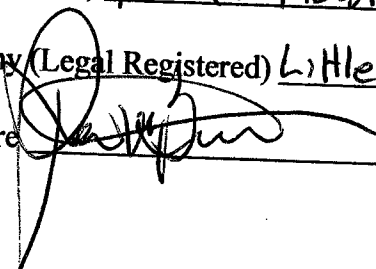
Name (printed) David N. Brawt Title owner
 Company (Legal Registered) Little Deeper charters Inc.
 Signature  Date 3/12/2014

Exhibit E Narrative

Little Deeper Charters has been in business in Palm Beach County since 2006. Little deeper Charters and her sister company Scuba Venture Management operates a 38 foot custom Delta dive boat that will be kept at the park as well as a 30 foot Delta dive boat which is housed in Jupiter but will be used at the park when needed and another Delta boat 34 foot that is permanently moored in Jupiter, The Little Deeper will normally operate two trips to the reef or wrecks on the weekends and one trip weekdays as well as several night dives per month. Additionally trips for nature and bird watching to Monyon Island are to be run on an as-needed basis. This feature will be increased to a scheduled run once the boat is housed at Phil foster Park. All our crew is fully first aid and CPR trained and dive guides are dive masters or instructors. Since we operate as a Coast Guard Certified vessel, all employees are drug tested and subject to random and sporadic DOT drug tests. The Little Deeper is a Coast Guard approved and inspected vessel licensed to carry 22 divers and 2 crew.

Little Deeper Charters as the concessionaire in conjunction with Stuart Scuba, Jupiter Outdoor Center, Just Conch and Scuba Venture Charters will make the park a full service water destination. Catering to the needs of Paddle Boarders, Snorkelers, Scuba Divers, Kayakers, the current boating population and will have added amenities for all park goers.

The concession building will be used for offering a full line of snorkeling gear that may be purchased or rented. It will also carry incidentals and scuba rental equipment that divers may need for diving on board our boat or while utilizing the great diving at the park. Classes for scuba, paddle boarding, kayaking and snorkeling training will be conducted at this location. At times for larger classes and community service classes such as CPR and First Aid the use of the community room would like to be allowed as long as it does not interfere with other ongoing projects that that room is now being used for. Scuba training at all levels will be offered at this location. It is our intention to apply to the states education department so that professional level classes can be taught and offered. Special arrangements will be made for our veterans and wounded warriors. Stuart Scuba is currently establishing a program to enable handicapped divers better availability to diving and has staff that is trained to teach those with handicaps. We currently have course directors (people who have been designated to train instructors) for all three of the major scuba training agencies, NAUI, PADI, SDI/TDI Our paddle board, kayaking operation will be managed out of this location while that equipment will be housed in another location. We would like to launch our paddle boards and kayaks from the beach area for safety reasons if at all possible. We will work with the county to designate the proper area as not to interfere with any of the activities that are currently taking place at the park. If this is not feasible we will be able to use the floating dock or the area by the wall of the dock. The concession shop will be the location that other dive professionals that use the park for commercial ventures, such as Scuba training can check in and pay their yearly or daily fees. We would request that the county add an informational sign by the beach. A grace period will have to be arranged at the discretion of the county. These fees will be paid to the county with a small handling fee paid to the concession. All fees and payments are outlined in other sections of the RFP.

In order to keep with the theme of a première water activities park stepping up the snacks that are offered with healthier options as well as the standard fare will appeal to all park users. Having Just Conch join us is doing just that. All food preparation will be done in off premises professionally inspected kitchens in Palm Beach. In addition to the standard snacks that will be offered we will have Artisan Conch Salad in several sizes and flavors, all natural smoothies with flavors such as mangos, pineapple and of course local citrus. Wheatgrass Juice and possibly protein drinks will be offered for those who use the park as a destination for exercise. Parking at the park and walking over the bridge is a nice workout and one that is utilized by many people. Hopefully by having drinks that will replenish lost electrolytes and vitamins available to them even more will come for that purpose. Pre packaged cakes, muffins and other snacks

will be offered. Organic coffee, herbal teas, bottled fruit drinks and bottled water will be for sale as well as a full line of soda and chips for the less adventurous.

Another major use of the park will be in paddle board and kayaking operations. For this we are joining forces with Jupiter Outdoor Center which has been providing kayak and paddleboard rentals, tours, and lessons in addition to camps and youth programs since 1997. Palm Beach County is synonymous with beautiful waterways and the JOC presently puts more than 5,000 people into those waters each and every year, and more importantly does so safely with great effort taken in providing trip plans to each guest assuring that the tides, winds, and currents are taken into consideration so that the elements are working in the paddlers favor and hazards are mitigated. All participants will be given brief instruction and overview on technique and safety. Staff will suggest trip plans to mitigate hazards and adverse as to weather conditions. In the future a possible chase boat or safety boat may be used for simple rescues or disoriented paddlers. Each guest will be shown signage and maps indicating hazards and safety tips and of course all of the staff is properly trained and CPR/First Aid certified. All necessary and industry standard rescue devices will be at hand at all times when applicable. All of our high quality watercraft goes through routine maintenance and through checks. For additional safety our kayaks are self-bailing sit-on-top kayaks to prevent sinking and swamping of craft. A collaborative shuttle service for transporting guests of resorts in Palm Beach and on Singer Island to Phil Foster Park will be parked in one of the designated Parking Spaces to help alleviate parking and transportation issues.

The Jupiter Outdoor Center was the first coastal paddling shop in the Jupiter area, was a preferred vendor for SunFest 1999 – 2001, hosted the 2002 US Olympic Flatwater Sprint Kayaking Team, created the annual Great Loxahatchee River Race, and continues to initiate engaging programs with unique groups, events, and local community partners.

The Jupiter Outdoor Center currently holds tight collaborative partnerships with the Loxahatchee River Center and the Jupiter Inlet Lighthouse and Museum and offers volunteerism and charitable donations through the annual Coastal Cleanup, the Loggerhead Marinelifelife Center, Jupiter High School's Environmental Program JERFSA, the Town of Jupiter, Lighthouse Arts Center, and various other local non-profit organizations.

The existing floating dock will be used to moor the dive charter boat. For safety reasons a gate will have to be added like the one that the sheriff has on their dock space. Additionally a water hose bib and possible an electrical outlet, will need to be added on the dock in order to maintain both cleanliness and safety on the boat and the dock. The possible addition of an outdoor shower at the building or dock area would like to be explored. At a later date the replacement of the removed westerly floating dock may need to be replaced at the concessionaire's expense. Additional security camera will be added to the dock as well as the building with viewing access to the county, as well as the concession needs.

This year the Jupiter Outdoor Center's camp programs received accreditation through the American Camp Association which sets an extremely high bar for children's safety and excellence in programming, and is currently the only aquatic-based camp in Palm Beach County to attain such accreditation. This year the JOC also formally began an internship program with SUNY Cortland University for students seeking a degree in outdoor recreation offering college credits towards said degree in addition to operations and on-water experience. In addition to paddleboard and kayak rentals we will be offering guided eco-tours on kayaks and paddleboard to Peanut Island, Munyon Island, Mangrove tours, sunset and sunrise tours and full moon excursions. For the fitness conscious classes are offered in paddleboard and sunrise tours and full moon excursions. Kids camps and youth programs will be offered in scuba, paddle boarding, and kayaking, on schools out days, spring break, and summer

adventure week long camps. These will be for pay programs however an estimate of over \$20,000 worth of these programs will be given in scholarships to those deserving and interested.

Proposed operation hours of the concession area will be determined and modified as needed. To start we will be operating 8:00AM till 6:00 PM

Little Deeper Charters has been an active member of the Palm Beach County Dive Association since 2008. We have participated in annual reef cleanups for both Earth Day and the Palm Beach Coastal Cleanup day, collecting garbage from the reefs and assisting in the cleanup at Phil Foster Park.

Exhibit E Narrative Continued

David and Lynn Brown Purchased "Little Deeper" in October of 2006 from another dive operator in Boynton Beach and moved up to Lake Park, Florida where they have operated their family owned business since. Prior to owning Little Deeper, David Brown had worked for 10 years as a Construction Manager for production builders in the greater Orlando area, and prior to that, spent several years in sales and working for the Orlando Sentinel after departing from a tour of duty with the U.S. Coast Guard. David put his Coast Guard experiences and love of boats to good use in early 2006 when he acquired his twenty five ton captain's license. He is now carries a hundred ton license. Lynn has had some early experience working for a family owned restaurant while living in Iowa, but spent most of her years working in the Travel Industry which she continued for sometime after moving to Florida in 1994. Her experiences included Agent, Teacher, Quality Control and Management. In the last six years prior to becoming a Charter Boat Operator she worked in Real Estate and also worked for a Structural Engineering Firm in The Orlando area. They are currently residing in North Palm Beach and enjoy diving themselves when time permits.

Richard R. Clegg, has always been a highly motivated and focused individual, with professional performance, attitude, and appearance, and demonstrable success as a leader, entrepreneur, instructor, camp director and eco-tour guide. In 1982 Rick formed Sherlock Home Rentals and Management Company in Jupiter. Sherlock has serviced thousands and has rented, managed, billions of dollars worth of real property and is still a thriving organization. In 1997 he opened Jupiter Outdoor Center and has built it to what it is today, North Palm Beach Counties first choice in coastal paddling adventures. With another partner he co founded Guanabanas which has successfully evolved from its original concept into 250 seat landmark restaurant destination on The Jupiter River. Some of Richards other accomplishments and awards are B.A. Degree in school of business with emphasis on Real Estate/ Finance University of Miami, Coral Gables, Florida, Awarded Order of Omega status at U of M 1979, Member Drug Task force, Chamber of Commerce since 1988, 1997 Member of tourist and development committee, Founding member of Palm Beach Counties Eco & Heritage Tourism Association, Certified Eco-Tourism guide for Palm Beach County

Christy Campbell has a degree in Biology and has worked in clinical dentistry for twenty two years. May of 2012 Christy became a partner at Stuart Scuba and Scuba Ventures Management. In May of 2013 Christy officially retired from dentistry to pursue her passion for Scuba Diving as her full time occupation. Christy has been involved in the diving community for more than twenty five years the last six of those years have been in an instructing role. Christy is the Training coordinator for Stuart Scuba and manages the youth training program at Sailfish Splash Water Park in cooperation with Martin County. Christy is qualified to train students in the PADI, NAUI & SDI agencies and currently holds a Staff Instructors rating with the PADI agency allowing her the opportunity to participate in the training of PADI Instructor Candidates.

Peter Friedman is an electrical engineer with a specialty in RF technology. For many years he has owned and ran engineering companies. Up until last year when he sold his company where he was a founding partner at one of the largest wireless integration companies in the United States. The company has worked with many governmental agencies as well as with industry and private foundations. It is associated with projects that have turned entire towns into free WiFi zones to help conquer the digital divide and help students stay in school. Peter started diving in New York in the seventies and it has been a driving passion in his life ever since. He is one of the owners of Stuart Scuba as well as dive shops in the Orlando area. He is also a founding partner of a diving charter company and a company that is helping others in the dive industry with the management of there operations from financial to web design and marketing. Peter is a Course Director for both recreational and technical divers at NAUI, and SDI/TDI and is an instructor for several other agencies. Mr. Friedman has sat on the tourism board for Martin County. Additionally he is or has been a member or office holder of the Sierra Club, NSS-CDS, Rotary Club, Reef, Orlando Reef Divers, Lions Club and the IEEE.

Danzell Madison is the founder of Just Conch Ltd. She has expertise in Business Management. Danzell studied Business Law, Principals of Accounting, and Economics. For the past 25 years, Ms. Madison has made a positive impact in the Real Estate Industry. Ms. Madison has a solid sales background.

Over the years, Ms. Madison has been able to satisfy her family and friends with preparing tasty Bahamian cuisine. She assisted the owners of Bahama Mama with preparation of food and catering of food for weddings and special events such as SunFest. Also, she has assisted other catering companies with preparation and serving.

Susan Garone Noble, Operations Manger of Just Conch, Ltd. has been in the Restaurant Industry for 45 years, managing country clubs, sports clubs / bars, and fine diner clubs. She was the manager of a salad house/restaurant in Palm Beach County for seven years. Also, she has worked private parties for the Palm Beach International Polo Club. Previously, she managed Perry's Ocean Resort's restaurant, making sure of quality control procedures were implemented.

Ryan Sullivan is Director of Operations at Jupiter Outdoor Center. His responsibilities include the management of day to day operations as well as marketing for the business including control of all web based media. Ryan is the person responsible for the success of the current guided eco tours and the youth camp and programs. Ryan uses his past experience as concierge manager of a major hotel to develop and maintain relationships with the hotels and resorts in the area. His talents will be used to do so in the Palm Beach Area.

Estimated Projected Annual Revenue

Paddleboard and Kayaking

- Rental Revenue - \$250,000 approx.
- Tours, Lessons, and Guide Led Programs - \$20,000 approx.
- Camp and Youth Programs - \$60,000 approx.
- **Total Projected Gross Annual Revenue = \$330,000 approx.**

Scuba, Snorkeling Sales, Rental and Training

- Rental- \$62,000
- Training- \$58,000
- Camp and Youth Programs - \$9,000 (additional to what is listed above)
- **Total Projected Gross Annual Revenue = \$129,000**

Dive Charter Operations

- Dive Charters - \$176,000
- **Total Projected Gross Annual Revenue = \$176,00**

Food Concession

- **Total Projected Gross Annual Revenue = \$98,000**

Fees Paid for Commercial use of the Park

- **Total Projected Gross Annual Revenue = \$124,000**

(calculated at \$500 for an annual pass or \$7.50 per day per student)

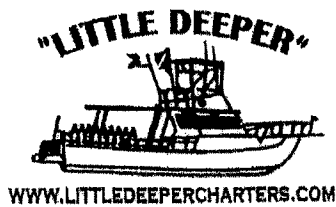
Total projected gross annual revenue for entire operations. \$857,000

Exhibit E item 8

Proposed dollar amount for the guaranteed annual rent: \$25,000

Proposed percentage for percentage rent: 10.5% excluding professional fees paid from other instructors for teaching diving at this location

Proposed percentage for percentage rent of professional fees paid from other instructors for teaching diving at this location: 75%. (We feel that this is just a handling, bookkeeping fee paid to the concessionaire and that the majority of these fees should go to the county as it is their property.)



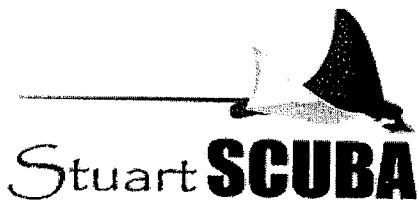
LITTLE DEEPER CHARTERS 2014 PRICE LIST

2 Tank Dive	\$65.00
2 Tank Night Dive	\$70.00
3 Tank Dive	\$98.00
Pre-Paid Dive Card (10 dives)	\$500.00
Pre-Paid Dive Card (5 dives)	\$275.00

The above prices include the use of weights. Snacks and refreshments are included along with and in-water guide.

Air Tank rentals or refills	\$10.00 each
Nitrox Tank rentals or refills	\$15.00 each
Regulators with computers	\$15.00
B. C.	\$15.00
3mil Wetsuit	\$20.00
Fins	\$10.00
Mask and Snorkel	\$10.00
Complete rental set-Air	\$75.00
Complete rental set- Nitrox	\$85.00

Please give us a call for information on the following rates: industry, students, schools, wholesale, clubs, groups, active military and multiple day rentals.



3317 SE Federal Highway
Stuart Florida 24997
772-600-8288
www.stuartscuba.com

Proposed Phil Foster Concenssionaire Pricing

Daily Rental:

Tank Air	\$10.00
Tank Nitrox	\$15.00
Regulator	\$15.00
BCD	\$15.00
Snorkeling Pkg	\$10.00
Dive Flag Float	\$10.00
Lights	\$ 5.00
Wetsuit	\$10.00

Packages will be available at reduced prices.

Classes:

Open Water Class	\$289.00
Advanced Class	\$289.00
Rescue Class	\$375.00
Master Diver	\$375.00
Dive Master	\$799.00

Instructor and Technical Classes available on demand

Discover Scuba \$115.00 Include needed gear

Scuba Tours \$125.00 per person Includes gear.

Scuba Camp 5 day program for students from 10-16 \$429 - \$499 Scuba Open water
Cert Included.

An allotment of small dive and snorkeling related items will be sold to divers and snorkelers that have lost broken or forgotten essential gear. Price range \$1 to \$100 with most items in the \$10- \$29 range.

****County fees charged for the use of the park for commercial instruction of scuba by insured and accredited instructors will be determined by the County. Our estimate of this is \$350 for unlimited yearly use or \$10 per student per day.



Jupiter Outdoor Center
1116 Love Street, Jupiter, FL 33458
561-747-0063

PHIL FOSTER PARK CONCENSSIONAIRE PRELIMINARY PRICING STRUCTURE

RENTALS

Kayaks

- 1 Hour - \$20 per person
- 1-4 Hours - \$30 per person
- 4-8 Hours - \$40 per person

Stand Up Paddleboards

- 1 Hour - \$25 per person
- 1-4 Hour - \$35 per person
- 4-8 Hour - \$45 per person

TOURS

- 90 Minute Tour - \$40 per person
- 2 Hour Tours - \$50 per person

LESSONS

Scheduled Public Group Lessons

- 1 Hour Introductory Kayak or Paddleboard Lesson - \$40 per person

Private Individual and Small Group Lessons

- 1 Hour Private Kayak or Paddleboard Lesson - \$60 for up to 9 people + equipment rental

Phil Foster Beach House Food Sample Pricing

<i>Conch Salad</i>	<i>5oz</i>	<i>\$11.00</i>
	<i>8oz</i>	<i>\$14.00</i>
	<i>12oz</i>	<i>\$17.00</i>
<i>Smoothies</i>		
	<i>Small</i>	<i>\$4.50</i>
	<i>Med</i>	<i>\$5.50</i>
	<i>Large</i>	<i>\$6.00</i>
<i>Wheatgrass Juice</i>		
	<i>Small</i>	<i>\$4.00</i>
	<i>Med</i>	<i>\$5.00</i>
	<i>Large</i>	<i>\$6.00</i>
<i>OKF Aleo Drink & Juice</i>		<i>\$2.00</i>
<i>Sodas Misc. flavors</i>		<i>\$1.50</i>
<i>Coffees & Teas</i>		<i>\$1.75</i>
<i>Bottled Water</i>		<i>\$1.00</i>
<i>Cakes and Muffins</i>		<i>\$2.00</i>
<i>Sun Chips</i>		<i>\$1.00</i>
<i>Misc Candy and Snacks</i>		<i>\$1.00</i>

U.S. Income Tax Return for an S Corporation

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. Information about Form 1120S and its separate instructions is at www.irs.gov/form1120s.

OMB No. 1545-0130

2012

For calendar year 2012 or tax year beginning 11/06/06, 2012, ending

Header section containing: A S election effective date (11/06/06), B Business activity code number (713900), C Check if Schedule M-3 attached, D Employer identification number (56-2619528), E Date incorporated (11/06/06), F Total assets (73,028), G Is the corporation electing to be an S corporation beginning with this tax year? (Yes/No), H Check if: (1) Final return, (2) Name change, (3) Address change, (4) Amended return, (5) S election termination or revocation.

Main table with columns for line numbers and amounts. Rows include: 1a Gross receipts or sales (141,934), 1b Returns and allowances, 1c Balance (141,934), 2 Cost of goods sold (46,160), 3 Gross profit (95,774), 4 Net gain (loss) from Form 4797, line 17 (STMT), 5 Other income (loss) (STMT), 6 Total income (loss) (180), 7 Compensation of officers (95,954), 8 Salaries and wages (less employment credits), 9 Repairs and maintenance, 10 Bad debts, 11 Rents (13,841), 12 Taxes and licenses (13,803), 13 Interest, 14 Depreciation not claimed on Form 1, 15 Depletion (Do not deduct oil and gas), 16 Advertising (3,730), 17 Pension, profit-sharing, etc, plans (16,560), 18 Employee benefit programs (407), 19 Other deductions (attach statement) (STMT), 20 Total deductions (407), 21 Ordinary business income (loss) (69,475), 22a Excess net passive income or LIFO recapture tax (117,816), 22b Tax from Schedule D (Form 1120S) (-21,862), 22c Add lines 22a and 22b, 23a 2012 estimated tax payments and 2011 overpayment credited to 2012, 23b Tax deposited with Form 7004, 23c Credit for federal tax paid on fuels (attach Form 4136), 23d Add lines 23a through 23c, 24 Estimated tax penalty (see instructions). Check if Form 2220 is attached, 25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed, 26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid, 27 Enter amount from line 26 Credited to 2013 estimated tax.

Client Copy Prepared By: King Financial Group, CPAs 1035 SR 7, Suite 315-23 Wellington, FL 33414

Signature and preparer information section. Includes: Sign Here (Signature of officer: MaryAnn King, CPA, Date: 9/19/03, Title: PRESIDENT), Paid Preparer Use Only (Preparer's name: MaryAnn King, CPA, Date: 9/19/03, Firm's name: KING FINANCIAL GROUP, Firm's address: 2385 NW EXECUTIVE CTR DR, SUITE 100 BOCA RATON FL 33431, Firm's EIN: 65-0826581, Phone no.: (561) 319-3320, May the IRS discuss this return with the preparer shown below: Yes/No).

BAA For Paperwork Reduction Act Notice, see separate instructions.

SPSA0112 12/30/12

Form 1120S (2012)

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. See separate instructions.

2011

For calendar year 2011 or tax year beginning, 2011, ending

Header section containing: A S election effective date (11/06/06), B Business activity code number (713900), C Check if Sch M-3 attached, D Employer identification number (56-2619528), E Date incorporated (11/06/06), F Total assets (\$88,307), G Is the corporation electing to be an S corporation beginning with this tax year? (Yes/No), H Check if: (1) Final return, (2) Name change, (3) Address change, (4) Amended return, (5) S election termination or revocation.

Enter the number of shareholders who were shareholders during any part of the tax year 2

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Main table with columns for INCOME, DEDUCTIONS, and TAX AND PAYMENTS. Rows include: 1a Merchant card and third-party payments, 1b Total receipts or sales, 1c Returns and allowances, 1d Subtract line 1d from line 1c, 1e Total receipts less adjustments, 2 Cost of goods sold, 3 Gross profit, 4 Net gain (loss), 5 Other income (loss), 6 Total income (loss), 7 Compensation of officers, 8 Salaries and wages, 9 Repairs and maintenance, 10 Bad debts, 11 Rents, 12 Taxes and licenses, 13 Interest, 14 Depreciation, 15 Depletion, 16 Advertising, 17 Pension, profit-sharing, etc., plans, 18 Employee benefit programs, 19 Other deductions, 20 Total deductions, 21 Ordinary business income (loss), 22a Excess net passive income or LIFO recapture tax, 22b Tax from Schedule D, 22c Add lines 22a and 22b, 23a 2011 estimated tax payments and 2010 overpayment credited to 2011, 23b Tax deposited with Form 7004, 23c Credit for federal tax paid on fuels, 23d Add lines 23a through 23c, 24 Estimated tax penalty, 25 Amount owed, 26 Overpayment, 27 Enter amount from line 26 credited to 2012 estimated tax.

Client Copy Prepared By: King Financial Group, CPAs 1035 SR 7, Suite 315-23 Wellington, FL 33414

Signature and preparer information section. Includes: Sign Here (Signature of officer, Date, Title), Paid Preparer Use Only (Print/Type preparer's name: MaryAnn King, CPA; Preparer's signature: MaryAnn King, CPA; Date: 12/29/12; Firm's name: KING FINANCIAL GROUP; Firm's address: 2385 NW EXECUTIVE CTR DR, SUITE 100 BOCA RATON FL 33431; Check self-employed: [X]; PTIN: P01367443; Firm's EIN: 65-0826581).

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. See separate instructions.

2010

For calendar year 2010 or tax year beginning 2010, ending

Header section containing: A S election effective date (11/06/06), B Business activity code number (713900), C Check if Sch M-3 attached, D Employer identification number (56-2619528), E Date incorporated (11/06/06), F Total assets (\$99,094), G Is the corporation electing to be an S corporation beginning with this tax year? (Yes/No), H TYPE OR PRINT, I Enter the number of shareholders who were shareholders during any part of the tax year (2).

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Table with columns for Income (1a-6), Deductions (7-21), and Tax (22a-27). Includes 'Client's Copy' watermark and preparer information: King Financial Group, CPAs, 1035 SR 7, Suite 315-23, Wellington, FL 33414.

Sign Here section with signature of officer, date 9/5/11, and title. Includes a box for 'May the IRS discuss this return with the preparer shown below?' with 'Yes' checked.

Paid Preparer Use Only section containing: KING FINANCIAL GROUP, Firm's name, address (2385 NW EXECUTIVE CTR DR, SUITE 100, BOCA RATON, FL 33431), Date (9/5/11), and Firm's EIN (65-0826581).



*3317 SE Federal Highway
Stuart Florida 34997*

To whom it may concern:

Please be advised that both Scuba Venture and Stuart Scuba are acting as a subcontractor on the Phil Foster project (RFP) and that we are totally committed to this project and Little Deeper Charters Inc as the concessionaire.

*Peter Friedman
Scuba Venture Mgt
Stuart Dive Shop
Peter@stuartscuba.com
772-600-8288
321-228-0835*



Jupiter Outdoor Center

Eco-Adventures Since 1997

1116 Love Street

Jupiter, FL 33477
ph: 561-747-0063

jupiteroutdoorcenter@gmail.com

This is to advise that Jupiter Outdoor Center will be acting as a Subcontractor to Little Deeper Charters Inc. for the purpose of assisting in bringing a world class water experience to the users of Phil Foster Par.

Thank you.

Rick Clegg

WWW.jupitermls.com

WWW.jupiteroutdoorcenter.com

WWW.dwellpad.com

Just Conch, Ltd

Just Conch is pleased to be part of the response to the RFP in bringing additional amenities to Phil Foster Park, Just Conch is having the role of one of the subcontractors to Little Deeper Charters, Inc. We think that our solution will bring a great adventure to the residents of Palm Beach County

Thank your for your consideration on this matter.

Danzell Madison,
Just Conch, Ltd.



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

**Customer Copy
9577900469**

03/12/2014
Void after 7 years

Remitter: STUART DIVE SHOP LLC

\$ 3,500.00 ****

**Pay To The Order Of: PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONER**

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**
NON NEGOTIABLE

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

28211107 NEW 01/08 8810004306



CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

Date 03/12/2014

9577900469
Void after 7 years

25-3
440

Remitter: STUART DIVE SHOP LLC

**Pay To The Order Of: PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONER**

Pay: THREE THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS

\$ 3,500.00 ****

Do not write outside this box

Memo: **COPY**
Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9577900469⑈ ⑆044000037⑆ 758661326⑈

Palm Beach County DIVE Association

921 Sandtree Dr.
Palm Beach Gardens, FL 33403
561-253-4294

February 10, 2010

U.S. Coast Guard
Marine Safety Office
Claude Pepper Federal Building
Sixth Floor
51 1st Avenue
Miami, FL 33130

To whom it may concern:

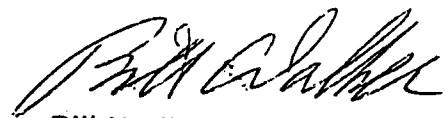
This letter is intended to serve as documentation that **Little Deeper Charters, Inc.** is currently enrolled in our random testing program for dangerous drugs. This random testing program is administered by the Doctors Review Service. The SAMHSA / DOT approved testing laboratory used for their testing is Labcorp, Inc.

The Doctors Review Service testing program was reviewed January 4, 1999 by the US Coast Guard and was judged to be in substantial compliance with the Coast Guard's Chemical Testing regulations found in Title 46 of Code of Federal Regulations (CFR).

During the past 185 days their crew has been subject to our random testing program required by CFR 46 pt 16.230, and no one has failed a chemical test or refused to participate in a chemical test for dangerous drugs required by that part.

Also attached is a current crew roster. If any additional information is needed please contact me.

Sincerely,



Bill Walker
Director

Enclosures

EXHIBIT "F" TO THE RFP

EXHIBIT "F" TO THE RFP

Sworn Statement On Public Entity Crimes

**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 _____
(print name of public entity/individual)
by David M. Brown owner
(print individual's name and title)
for Little Deeper Charters Inc.
(print name of entity submitting sworn statement)
whose business address is 118 Castlewood Dr #129
North Palm Beach, FL 33409 and, (if applicable) its Federal
Employer Identification Number (FEIN) is 562619528

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on a separate sheet of paper and attach hereto.)

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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
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, nonjury trial, or entry of a plea of guilty or nolo 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 control 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 the legal power to enter into a binding contract and which bids or applies to bid on contracts 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,

partners, shareholders, employees, members, and agents who are active in management of an

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 relation to the entity submitting this sworn statement. (Indicate by placing a check in front of the statement which applies.)

Neither the entity submitting this sworn statement, or 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 was 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 was 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 was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was 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 final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (one) 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 AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

[Signature]
3/12/2014 (signature)
(date)

STATE OF FLORIDA
COUNTY OF PALM BEACH

PERSONALLY APPEARED BEFORE ME, the undersigned authority, David
M Brown, who is personally know to me or who has produced _____
(name of individual signing) FLDL, as identification, and who, after first being sworn by me,
affixed his/her signature in the space provided above on this 12 day of March, 2014.

Notary Public
Ian Fidler
Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11/14/2014

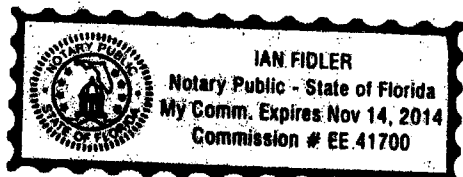


EXHIBIT "G" TO THE RFP

CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, a preference shall be given to those Respondents who have a permanent place of business in Palm Beach County ("County") and who hold a valid occupational license issued by the County that authorizes the Respondent to provide the goods or services to be purchased. To receive a local preference, a Respondent must have a permanent place of business in existence prior to County's issuance of a request for proposals. A valid occupational license issued by the County Tax Collector shall be used to verify that the Respondent had a permanent place of business prior to the issuance of the request for proposals. A Palm Beach County Occupational License is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the Respondent shall include their current occupational license. The Respondent must submit this Certification of Business Location along with the required occupational license at the time of proposal submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification shall cause the Respondent to not receive a local preference. Please note that a proposal submitted to the County must be from an address located within Palm Beach County in order for local preference to apply.

I. Respondent is a:

_____ Non-Local Business A non-local business is one that does not have a permanent place of business in Palm Beach, Martin, Broward, or Miami-Dade County.

_____ Regional Business A regional business is one that has a permanent place of business in Martin, Broward, or Miami-Dade County.

(Please indicate):

- _____ Martin County
_____ Broward County
_____ Miami-Dade County

✓ Local Business A local business has a permanent place of business in Palm Beach County

(Please indicate):

- ✓ Headquarters located in Palm Beach County
✓ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased

**A post office box or location at a postal service center is not acceptable.

II. The attached copy of Respondent's Palm Beach County Occupational License verifies Respondent's permanent place of business in Palm Beach County.

THIS CERTIFICATION is submitted by David M. Brown, as owner (Title/Position), of Little Deeper Charters Inc. (Firm Name of Respondent)

who hereby certifies that the information stated above is true and correct, that the Respondent has a permanent place of business in Palm Beach County, and that the attached Palm Beach County Occupational License is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Respondent on this Certification is considered an unethical business practice and is grounds for sanctions against future County business with the Respondent.

[Signature] (Signature)

3/14/2014 (Date)



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

105 LAKESHORE DR
 LAKE PARK, FL 33403

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
48-0005 CHARTER SERVICE	BROWN DAVID AND LYNN		U14.382389 - 03/07/14	\$51.28	03401/0707

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2013/2014 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200901903
 EXPIRES: SEPTEMBER 30, 2014**

LITTLE DEEPER CHARTERS INC
 LITTLE DEEPER CHARTERS INC
 118 CASTLEWOOD DR 129
 NORTH PALM BEACH, FL 33408



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

EXHIBIT "H" TO THE RFP

DRUG-FREE WORKPLACE

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the M/WBE sections of the Palm Beach County Code, sections 2-71 through 2-80.13. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in services on behalf of the Respondent that are under bid a copy of the statement specified in number (1).

In the statement specified in number (1), notify the employees that, as a condition of working on the services provided under the contract/agreement contained in the RFP that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by: David M Brown the
owner of Little Peepers Charters Inc.
(Title/Position with Bidder/Respondent) (Individual's Name) (Name of Bidder/Respondent)

who does certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

[Signature]
Signature

3/12/2014
Date

EXHIBIT "E"

TO THE CONCESSIONAIRE SERVICE AGREEMENT

RULES AND REGULATIONS

1. The sidewalks, entrances and passages surrounding the Licensed Area shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Licensed Area demised to Concessionaire or occupant.
2. No awnings or other projections shall be attached to the outside walls or windows of the Licensed Area with prior written authorization from the Parks and Recreation Department.
3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Licensed Area.
4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Concessionaire shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the Licensed Area.
5. No animals (except for guide dogs for the blind or service dogs for the physically impaired) of any kind shall be brought into or kept in or about the Licensed Area. Concessionaire shall not cause or permit any unusual or objectionable odors to emanate from the Licensed Area.
6. No space in the Licensed Area shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of County.
7. Concessionaire shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with visitors of the Park, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.
8. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made to locks or the mechanism thereof. Concessionaire must, upon the termination of its tenancy, restore or return to the County all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by Concessionaire.
9. The County shall have the right to prohibit any advertising in or around the Park by the Concessionaire or any Subcontractor which, in County's opinion, tends to impair the reputation or desirability of the Park, and upon notice from County, the Concessionaire or Subcontractor shall refrain from or discontinue such advertising.
10. Concessionaire shall maintain a business mailing address that does not include the address of the Park. Any promotional materials distributed by Concessionaire or any Subcontractor must include Concessionaire's business mailing address. The U.S Postal Service does not provide service to the Park.
11. Concessionaire, before closing and leaving the Licensed Area, shall ensure that all doors are locked and all windows are closed.
12. The Licensed Area shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.
13. There shall not be used in the Licensed Area, either by Concessionaire or

occupants or by their agents or contractors, in the delivery, shipping or receipts of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as the County may require.

14. Concessionaire shall comply with all other Rules, Regulations and Ordinances of Palm Beach County and the Parks and Recreation Department.

15. No restaurant or dining activities shall be permitted within the Licensed Area.

16. No sale of alcohol, nor signs for the sale of alcohol, shall be permitted within the Licensed Area.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "F"
TO THE CONCESSIONAIRE SERVICE AGREEMENT

GUARANTY AGREEMENT

THIS IS A GUARANTY AGREEMENT made and executed on 3/12/2014 by the undersigned (hereinafter called the "Guarantor").

WITNESSETH

WHEREAS, David M Brown (herein called "Concessionaire") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (herein called the "County") have entered into a certain Concessionaire Service Agreement, dated 3/12/2014 (R20 - _____) (herein called the "Agreement"); and

WHEREAS, in order to induce the County to enter into the Agreement, the undersigned Guarantor has agreed to guarantee the payment of all rents and charges, and the performance of all of Concessionaire's obligations, under the Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement by the County, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. The undersigned Guarantor does hereby guarantee to the County the due and punctual payment of all Guaranteed Annual Rent, Additional Rent and other sums due and payable under the Agreement, and each and every installment thereof, as well as the full and prompt and complete performance by the Concessionaire of each and every covenant, condition, provision and obligation of the Concessionaire in the Agreement for the full Term of the Agreement and any extension thereof, as permitted by the Agreement, with no less force and effect than if the undersigned were named as the Concessionaire in the Agreement and the undersigned, will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under the Agreement.

2. This Guaranty Agreement shall be an absolute, continuing, irrevocable, unconditional, and unlimited guaranty of payment, and the County shall not be required to take any proceedings against the Concessionaire, or give any notice to the undersigned before the County has the right to demand payment or performance by the undersigned upon default by the Concessionaire. This Guaranty Agreement and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of the Agreement, or any subletting thereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by Concessionaire, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of the Agreement or any amendment, modification or revision of the Agreement.

3. No action or proceeding brought or instituted under this Guaranty Agreement against the undersigned, and no recovery had in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty Agreement by reason of any further default or defaults of Concessionaire.

4. The liability of the Guarantor shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Concessionaire by any creditors, receivership, bankruptcy (or reorganization proceedings under the Bankruptcy Act) or other proceedings, or the rejection or disaffirmance of the Agreement in any proceedings.

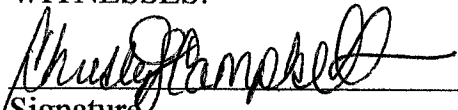
5. There shall be no modification of the provisions of this Guaranty Agreement unless the same is in writing and signed by the undersigned and County.

6. All of the terms, agreements and conditions of this Guaranty Agreement shall extend to and be binding upon the undersigned, their heirs, personal representatives, administrators, and assigns, and shall inure to the benefit of County, its successors, and assigns, and to any future owner of the fee of the Licensed Area referred to in the Agreement. Terms not defined herein shall have the same meaning as in the Agreement.

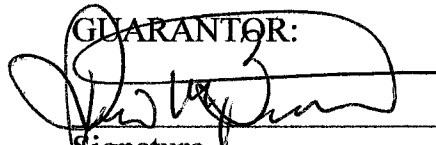
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:


WITNESSES:


Signature

Christy L. Campbell
Printed Name

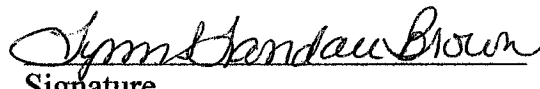
GUARANTOR:

Signature

David M. Brown
Printed Name


Signature

Peter Friedman
Printed Name

SPOUSE OF GUARANTOR (if any):


Signature

Lynn S. Landau Brown
Printed Name

EXHIBIT "G"
TO THE CONCESSIONAIRE SERVICE AGREEMENT

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared David M Brown, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the owner (position - i.e. president, partner, trustee) of _____ (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Licensed Area").

2. Affiant's address is: 118 Castlewood Dr #129
North Palm Bch, FL 33408

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the concessionaire and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its entering into a Concessionaire Service Agreement for the Licensed Area.

FURTHER AFFIANT SAYETH NAUGHT.

David M Brown, Affiant
Print Affiant Name: David M. Brown

The foregoing instrument was sworn to, subscribed and acknowledged before me this 12th day of March, 2014, by David M Brown [] who is personally known to me or [] who has produced FLDL as identification and who did take an oath.

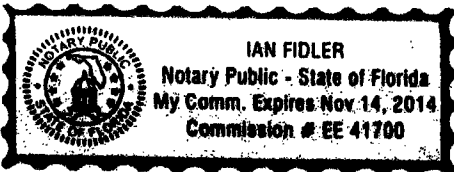
Notary Public

Ian Fidler

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 11/14/2014

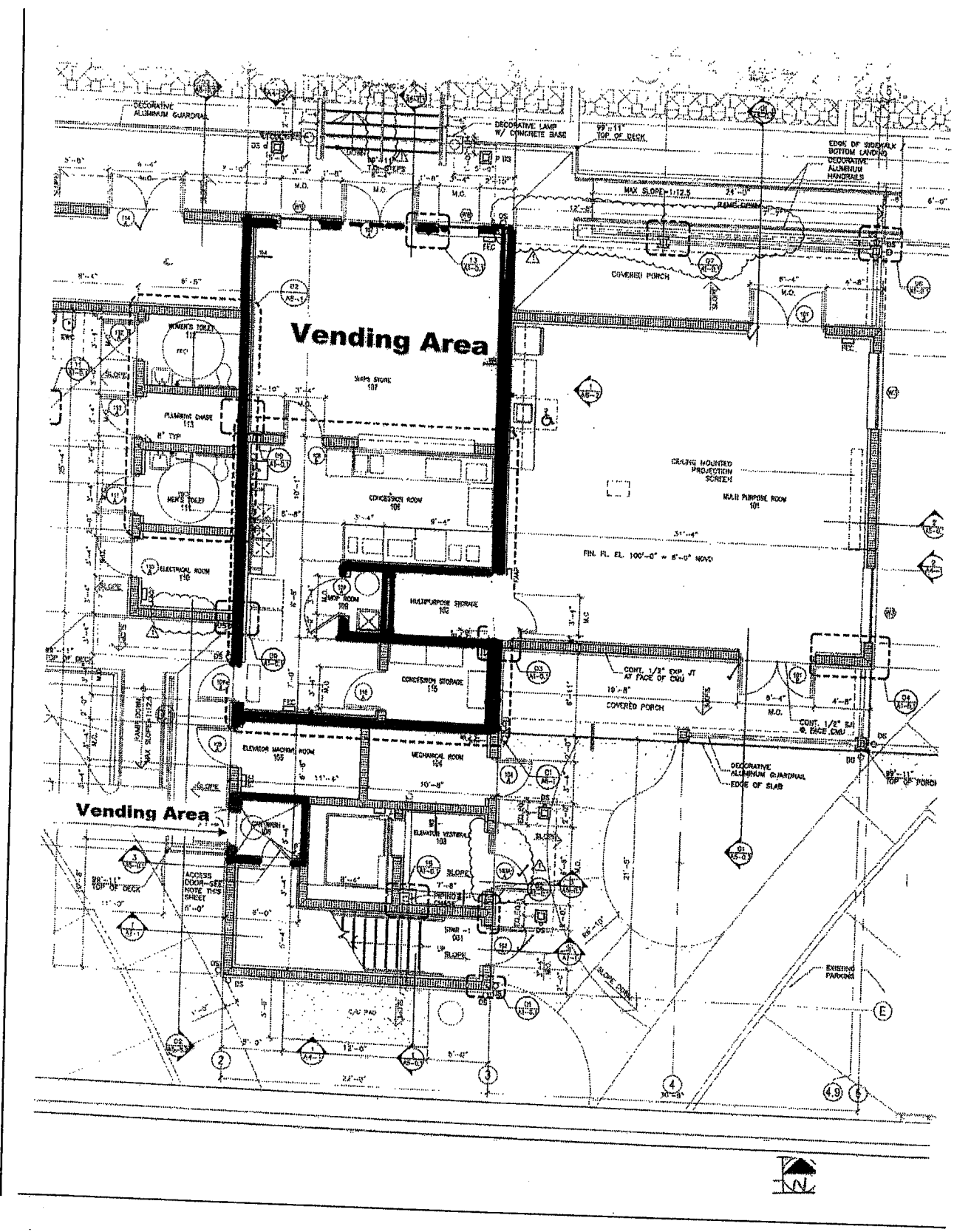


(Print Notary Name)

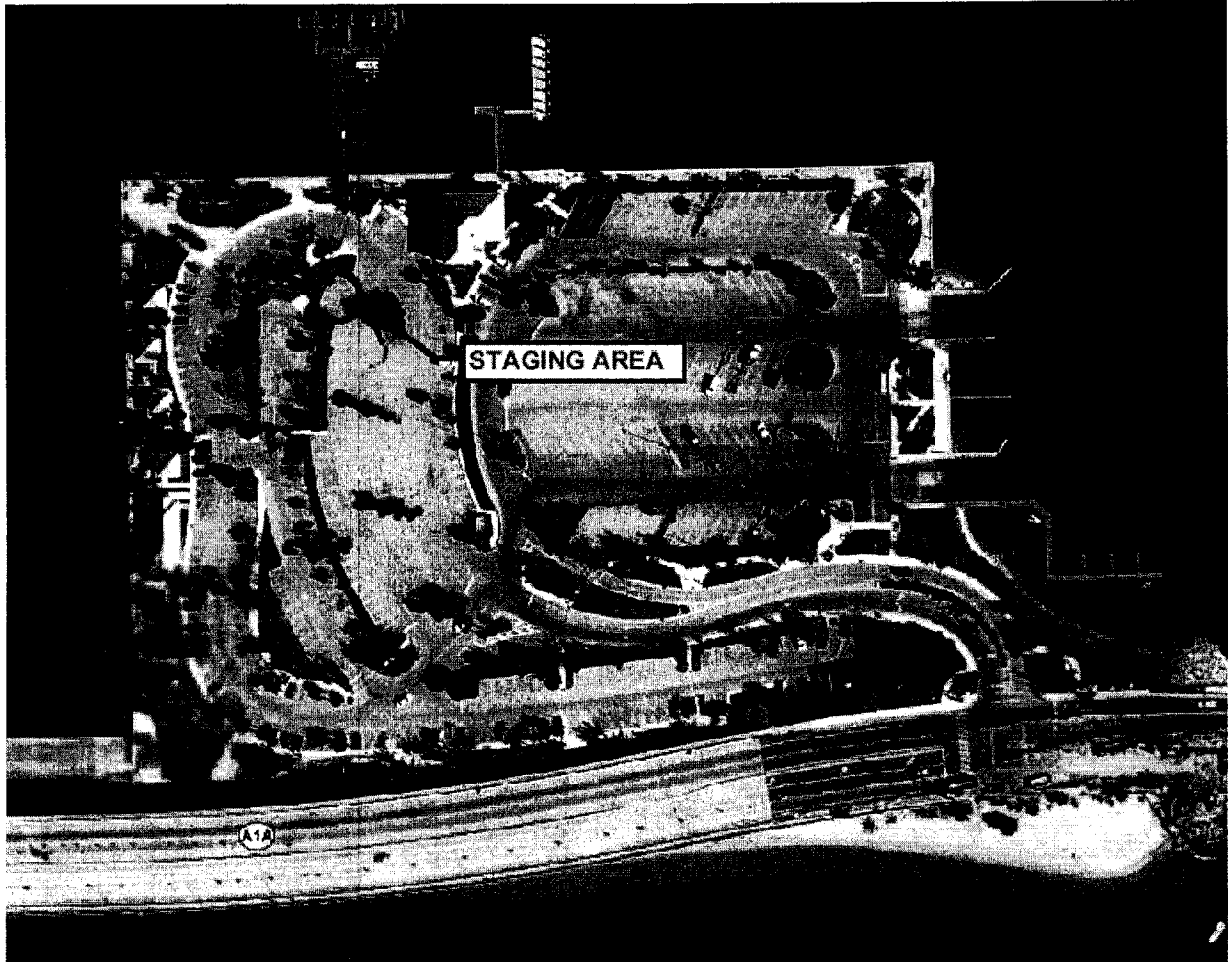
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

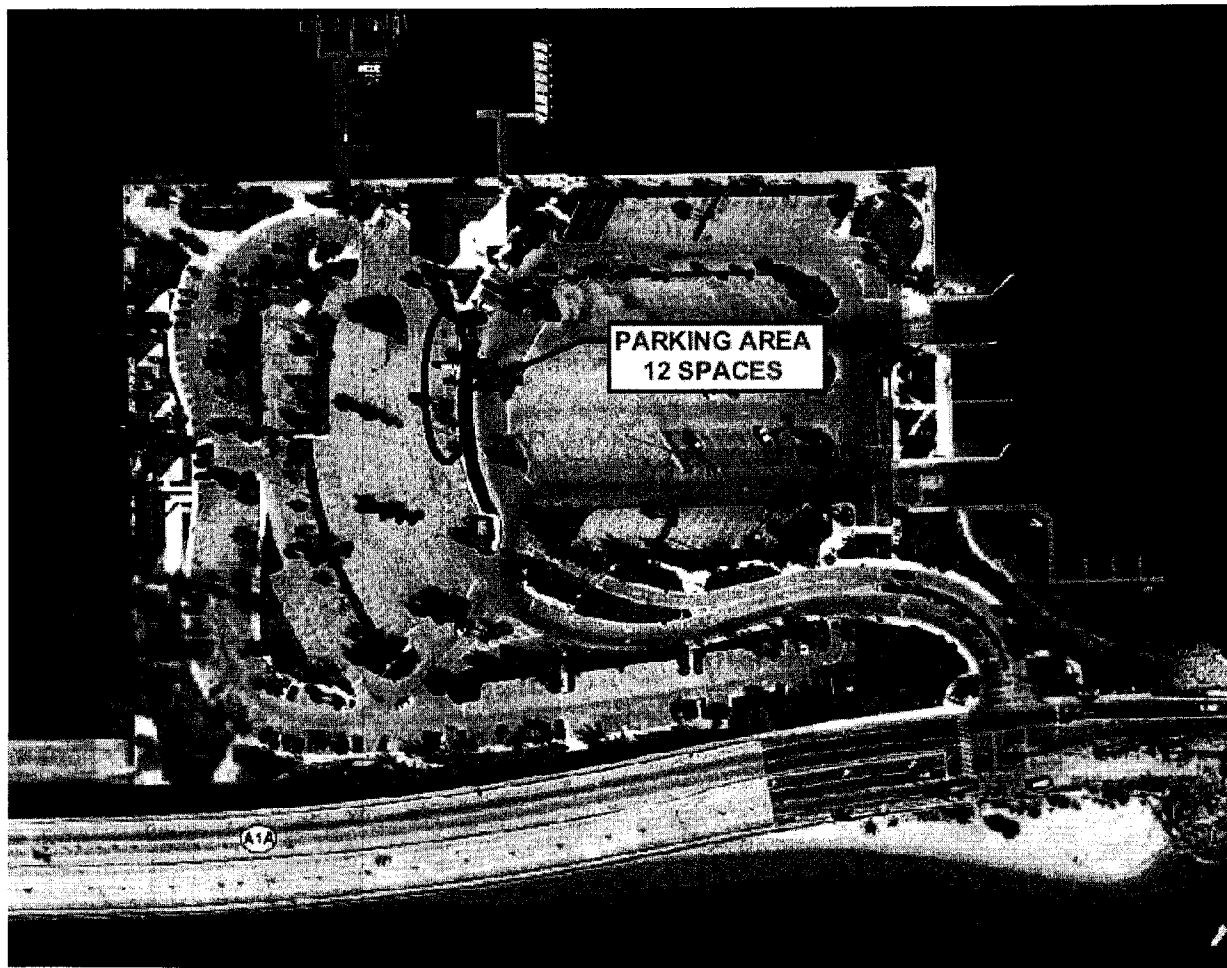
Page 1 of 4
Vending Area



Staging Area



Parking Area



Dock Area

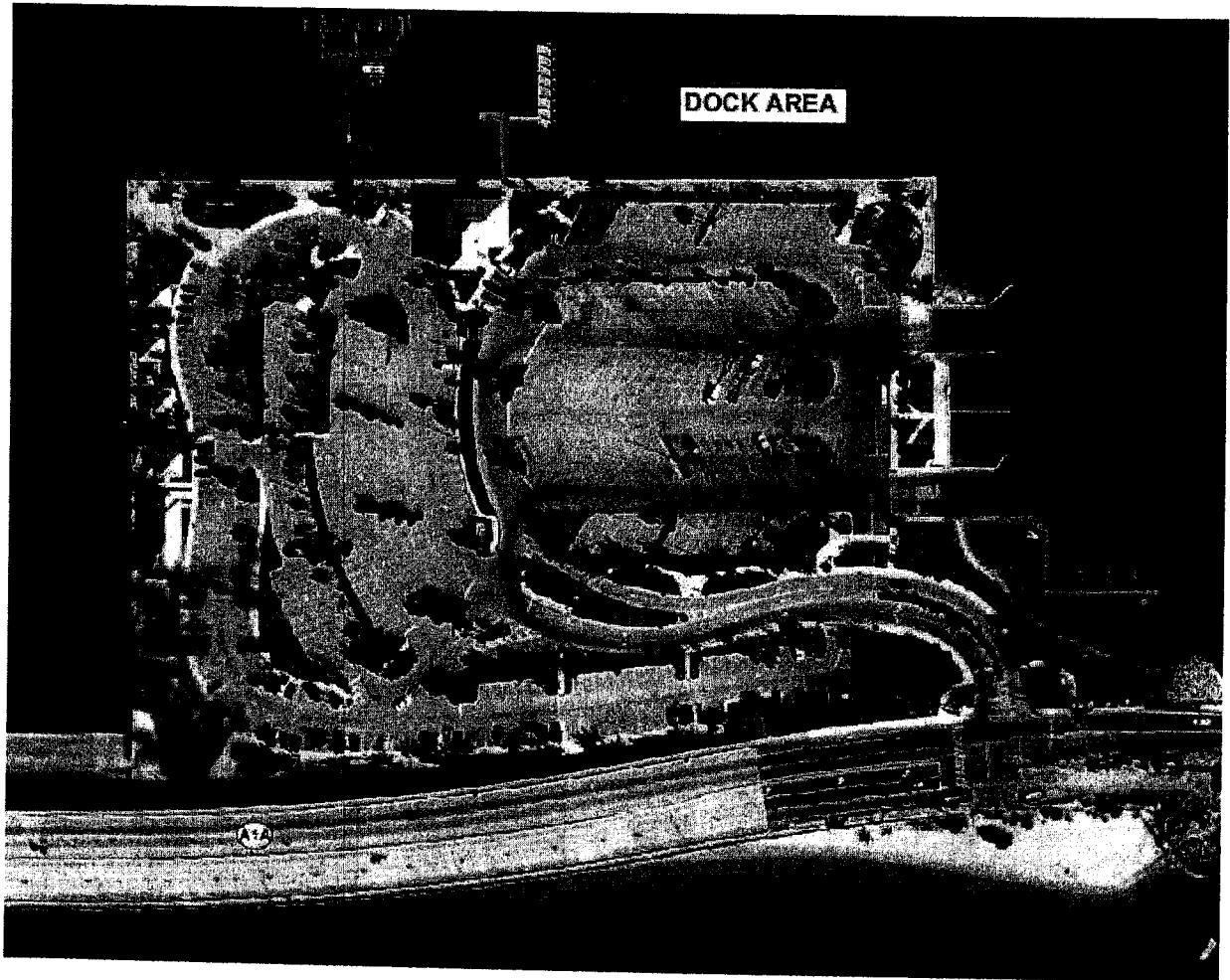


EXHIBIT "B"
TO CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
------	---------	------------------------

OWNED BY LISTED PARTIES ONLY		
------------------------------	--	--

LYNN BROWN	118 CASTLEWOOD NPB, FL.	50%
DAVID BROWN	118 CASTLEWOOD NPB, FL.	50%

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/5/2014

REQUESTED BY: Richard C. Bogatin
Property Spec./PREM

PHONE: 233-0214
FAX: 233-0210

PROJECT TITLE: Phil Foster RFP 2013/14

PROJECT NO.: 2007-5.006

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$2,083.34)</u>	<u>(\$25,083.41)</u>	<u>(\$26,086.71)</u>	<u>(\$24,786.74)</u>	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$2,083.34)</u>	<u>(\$25,083.41)</u>	<u>(\$26,086.71)</u>	<u>(\$24,786.74)</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER

FUND: **0001**

DEPT:

580

UNIT: **5418**

RCSC: **4729-18**

SUB OBJ:

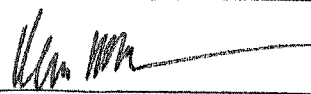
IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO _____

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
- Non-Ad Valorem (source/type: _____)
- Grant (source/type: _____)
- Park Improvement Fund (source/type: _____)
- General Fund
- _____ Operating Budget Federal/Davis Bacon
- _____ _____ _____

SUBJECT TO IG FEE? YES NO

Department: Parks & Recreation Department

BAS APPROVED BY: 

DATE: 5/6/14

ENCUMBRANCE NUMBER:

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared David M Brown, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the owner (position - i.e. president, partner, trustee) of _____ (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Licensed Area").

2. Affiant's address is: 118 Castlewood Dr. #129
North Palm Bch, FL 33408

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the concessionaire and the percentage interest of each such person or entity.

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FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant
Print Affiant Name: David M. Brown

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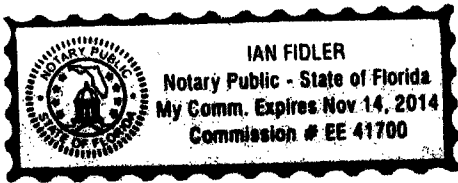
Notary Public

[Signature]

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 11/14/2014



(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: