AGREEMENT FOR
MOTORIZED WATERCRAFT CONCESSION

THIS AGREEMENT, made this 1st day of August, 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Atlantic Beach Clubs-Two, Inc., a Florida corporation, ("Contractor" or "Company" or "Concessionaire"), whose address and phone number are 1005 Seabreeze Boulevard, Fort Lauderdale, FL 33316, Phone: 786-423-5330, Fax: 954-523-5162, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Request for Proposal 525-10962 - Motorized Watercraft Concession, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").

(2) The Contractor's response to the RFP, dated March 14, 2012 ("Exhibit B"), excluding the page titled "Boat Rides & Tours" in Exhibit A of the Contractor's response to the RFP.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee).
B. Second, this Agreement dated August 1, 2012, and any attachments.
C. Third, Exhibit A (RFP).
D. Fourth, Exhibit B (Contractor's Response to RFP).

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on August 1, 2012, and shall end on July 31, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

The Concessionaire shall pay to the City a guaranteed annual concession fee in equal monthly installments in advance, as set forth in the Concessionare's response to the cost proposal section of the RFP. The initial monthly payment shall be paid within seven (7) working days after notification by the City, of its award of this Contract. Payments are due seven (7) working days prior to the commencement of each month thereafter. If the payment is not received within thirty (30) days of payment due date, the City may take possession of, distrain, appropriate and/or dispose of the Franchisee's assets on City property, at the City's sole discretion, and cancel this contract.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor, and the Concessionaire will indemnify and hold harmless the City for any damage to persons or property which might occur during or as a result of the operation of the concession. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due

Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations

d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator

within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36

months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action,

fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or

similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012) , as may be amended or revised.

CC. Miscellaneous

1. The scope of this Agreement excludes Jet Ski tours, Waverunner tours, any other type of motorized personal water craft tours, speedboat rides, deck boat tours, ocean kayaks, parasailing, and shuttle services.

2. Contractor shall not knowingly permit anyone under the age of 18 years to operate a Jet Ski or Waverunner unless such person has in his/her possession a photo identification and proof of completion of a boater education course approved by the State of Florida, and/or the National Association of State Boating Law Administrators.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____ FOR
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST

~~By: _____~~
~~Print Name: _____~~
~~Title: _____~~

CONTRACTOR

By: _____
Print Name: David Nice
President

(CORPORATE SEAL)

STATE OF Florida:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 16th day of July, ~~2012~~ 2013, by David Nice as president for Atlantic Beach Clubs-Two, Inc., a Florida corporation.

(SEAL)

CHARLES CARNICOM
Notary Public - State of Florida
My Comm. Expires Oct 23, 2016
Commission # EE 845965

_____
Notary Public, State of Florida
(Signature of Notary Public)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ✓
Type of Identification Produced Drivers License

EXHIBIT A

Solicitation 525-10962

Motorized Watercraft Beach Concession

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

CONTRACT COPY

Bid 525-10962
Motorized Watercraft Beach Concession

Bid Number	**525-10962**
Bid Title	**Motorized Watercraft Beach Concession**
Bid Start Date	**Feb 27, 2012 8:08:01 AM EST**
Bid End Date	**Mar 14, 2012 2:00:00 PM EDT**
Question & Answer End Date	**Mar 8, 2012 5:00:00 PM EST**
Bid Contact	**AnnDebra Diaz** **Procurement Specialist II** **Procurement** **954-828-5949** **adiaz@fortlauderdale.gov**
Pre-Bid Conference	**Mar 6, 2012 10:00:00 AM EST** **Attendance is optional** **Location: Parks and Recreation Department** **Administration Office** **Conference Room** **1350 W. Broward Boulevard** **Fort Lauderdale, FL 33312**

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Concessionaire, to provide a Motorized Watercraft Rental Concession for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

RFP # 525-10962
TITLE: Motorized Watercraft Concession

PART I – INTRODUCTION/INFORMATION

01. PURPOSE
The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Concessionaire, to provide a Motorized Watercraft Rental Concession for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Proposers please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Concessionaire has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES
The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE
There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule.

It will be the sole responsibility of the Contractor to inspect the City's location(s), facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

It is strongly suggested that all proposers attend the pre-proposal conference.

05. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully provided services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work or have the managerial and financial ability to successfully start such a concession by

the required date. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. RFP DOCUMENTS
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD
The City reserves the right to award to that proposer who will best serve the interests of the City, for that service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

08. PRICE VALIDITY
Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	Friday, February 24, 2012
Pre-Proposal Meeting Parks and Recreation Department Administration Office Conference Room 1350 W. Broward Boulevard Fort Lauderdale, FL 33312	Tuesday, March 6, 2012, 10:00 AM
Deadline for Questions/Request for Clarifications	Thursday, March 8, 2012
Proposal Due Date/Time (Deadline)	Wednesday, March 14, 2012

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS
RFP General Conditions Form G-107 Rev. 12/11 (GC) are included and made a part of this RFP.

02. NEWS RELEASES/PUBLICITY
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

03. RFP DOCUMENTS
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.

05. RULES AND PROPOSALS
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.

06. CONTRACT PERIOD
The initial contract term shall commence upon date of award by the City or April 21, 2012 whichever is later, and shall expire three years from that date.

07. SERVICE TEST PERIOD
If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

08. CONTRACT COORDINATOR
The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

09. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

10. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

11. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

12. ADDITION, DELETION AND CHANGES OF SERVICES
The City may require the addition or deletion of services from the Contract, during the Contract term, as the requirements and needs of the City change. This may entail, but not be limited to, additional items of motorized watercraft rental equipment not specifically listed in the Contract, increases in the quantity of equipment, changes or elimination of equipment or services, or modifications in services, modifications in operating hours, or similar type changes.

The Contractor agrees to make such changes or deletions, and shall provide the City prices on any such additional items based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

13. SUBSTITUTION OF PERSONNEL
It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

14. INSURANCE
The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in

accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000 per occurrence and $2,000,000 aggregate.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment. These limits apply to all vehicles used in the operation of the business. Personal vehicles not used in the operation must be in compliance with State Law

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

It is agreed by and between the Contractor and the City of Fort Lauderdale that in the event any person, firm or corporation should sustain damages not covered by the insurance furnished by the Contractor as herein provided or in excess of the limits of said insurance, then in that event, the Contractor agrees to indemnify and hold harmless the City.

Contractor agrees and understands that in the event of any accident or collision involving any of its motorized watercraft rental equipment; it must complete and submit a written report to the Contract Administrator within 24 hours, which will be forwarded to appropriate City personnel.

15. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing the Motorized Watercraft Concession services to the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award and shall be in accordance with City Ordinance Section 8-170 through Section 8-178 attached hereto as **Exhibit A**. The City reserves the right to approve or reject the use of a subcontractor and the use of any subcontractors proposed.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. In addition to other indemnification provisions contained in this Contract, Contractor shall defend at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors.

16. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

17. PROPOSAL SECURITY

A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of <u>five percent (5%)</u> of the first year's minimal concession fee as proposed. A proposal security can be in the form of a bid bond or cashiers check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Failure of the successful proposer to execute a contract, provide a performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

18. PAYMENT AND PERFORMANCE BOND

The Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount equal to fifty percent (50%) of the first years minimum annual concession fee as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of

the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

The Contractor must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

19. APPROVED EQUAL OR ALTERNATE PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features, which are desired by the City of Fort Lauderdale. The City is receptive to any product or service, which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

20. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor under this Contract. Personnel services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, workers' compensation, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

21. PERMITS, LICENSES

The Contractor agrees to obtain and pay for all permits, licenses, and business taxes necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Contractor. The Contractor shall also be solely responsible for payment of any taxes levied on the concession operation. The Contractor shall comply with all City, County, State and Federal rules, regulations and laws, including but not limited to, permit and waiver requirements of City Ordinance Section 8-170 through 8-178 as may be amended from time to time. Contractor agrees to obtain and pay for all Department of Environmental Protection (DEP) and/or Fish and Wildlife Commission (FWC) permits required for operations on the beach.

22. CONCESSION FEE PAYMENTS

The Contractor shall pay to the City a guaranteed annual concession fee monthly in advance for initial contract term, based on that amount submitted in response to the proposal section of this RFP and accepted by the City. The initial monthly payment shall be paid within seven (7) working days after notification by the City, of its award of this Contract. Payments are due seven (7) working days prior to the commencement of each month thereafter. If the payment is not received within thirty (30) days of payment due date, the City may take possession of, distrain, appropriate and/or dispose of the Contractor's assets on City property, at the City's sole discretion, and cancel this Contract.

The first Contract year shall commence upon final execution of the Contract by the City.

All payments shall be submitted to the Parks and Recreation Department designee.

All payments shall be presented, in the form of a cashier's check or certified check, payable to the City of Fort Lauderdale.

The failure of the first ranked proposer to comply with the payment schedule as stated will result in the disqualification of this proposer and award of Contract to the second ranked proposer.

23. SALES TAXES

Florida State Sales Tax (Tax) is due on all transactions pursuant to Florida Statutes and the Rules in Chapter 12 of the Florida Administrative Code, (FAC) promulgated by the Florida Department of Revenue. At this time, the Tax is due on:

Rental Fees - A Tax at the current rate of 6% is due on all rentals to the public. This tax is collected by the vendor and remitted to the Florida Department of Revenue utilizing the vendor's Sales Tax Identification Number.

Sales Tax on Concession Payments to the City - A Tax at the current rate of 6% is due on all concession payments to the City. This tax is computed on the gross payment for right of occupancy due the City and is payable in conjunction with the concession fee payment. This tax must be separately stated on the vendor's payment to the City.

Additional detail may be reviewed at the Florida Department of Revenue's Website http://www.myflorida.com/dor/taxes/. The FAC may be reviewed at http://fac.dos.state.fl.us/.

24. ANNUAL REPORTS

The Contractor shall submit to the City an annual CPA-certified statement of the Contractor's gross revenue in a form consistent with generally accepted accounting principles. Such statement shall be accompanied by a report from an independent CPA firm. The period covered by the certified statement of gross revenue shall coincide with the contract year and will be submitted to the City within sixty (60) days after the end of each contract year.

The annual CPA certified statement shall be submitted to the City's Parks and Recreation Department.

The form of all records and reports shall be subject to the approval of the City Manager or designee. The Contractor must comply with recommendations for changes, additions, or deletions by the City Manager or designee. The City Manager or designee must be permitted,

during normal business hours, to audit and examine the books of account, reports, and records relating to this contract.

25. RECORDS
Contractor shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this Contract. Contractor shall keep on the premises, or such other place, approved by the City, true, accurate, and complete records and accounts of all sales, rentals, and any other type of business being transacted on or off the premises related to Motorized Watercraft Concessions. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the City Manager or designee upon 72 hours notice. Such records and accounts shall include a breakdown of gross revenue, expenses, and profit and loss statements. Such other records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross revenue and profit and loss statement pursuant to generally accepted accounting principles.

26. RECEIPTS
Contractor shall use pre-numbered receipts in duplicate form. Receipts shall reference the name of the Contractor and the City of Fort Lauderdale and include current rates. One copy of such receipt shall be provided to the customer and one copy shall be maintained with Contractor's records.

27. ONE CONTRACTOR/MINIMUM FEES
The City intends to award a single Contract for Motorized Watercraft Concession.

The preferred minimum annual concession fee, to be paid on a monthly basis, for the motorized watercraft concession:

Year 1	$ 31,500.00/12 = $2,625.00 per month
Year 2	$ 33,075.00/12 = $2,756.25 per month
Year 3	$ 34,740.00/12 = $2,895.00 per month

28. DEFAULT
In the event of any of the following the City may terminate this Contract for default:

1. If the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provision of the Contract, or

2. If Contractor abandons or vacates the premises prior to the expiration of the term hereof, or

3. If Contractor fails to make the payments as set forth herein and said payment is not made within 15 days after written notice is given to Contractor.

If Contractor fails to perform in accordance with any of the other terms and conditions of this Contract, and such default is not cured within 14 days after written notice is given to Contractor, the City may, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to, the right to give to Contractor a notice of termination of this Contract. If such notice is given, the term of this Contract shall terminate

upon the date specified in such notice from City to Contractor. On the date so specified, Contractor shall then quit and surrender the Concession Area to City.

Upon the termination of this Contract, all rights and interest of Contractor in and to the Concession Area and to this Contract, and every part thereof, shall cease and terminate, and City may, in addition to all rights and remedies it may have, including but not limited to, beginning procedures to collect the Performance Bond in Part III, Paragraph 18, retain all sums paid to it by Contractor under this Contract. In addition to the rights set forth above, City shall have the right to pursue any and all of the following:

a. take possession of all equipment, and other personal property of Contractor, and remove such property or any part of it and store it at Contractor's expense; and/or,

b. the right to injunction or other similar relief available to it under Florida law against Contractor; and/or,

c. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Contractor's default.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of, or beyond the control of the Contractor, City after setting up a new performance or delivery schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

29. SURRENDER OF CONCESSION AREA

At the expiration of this Contract, or earlier termination in accordance with the terms of this Contract, Contractor shall surrender the Concession Area in same condition as the Concession Area was prior to the commencement of this Contract, reasonable wear and tear excepted (including any beach erosion not directly caused by Contractor and/or its operation). Contractor shall remove all its equipment, fixtures, personal property, etc., upon forty-eight (48) hours written notice from the City Manager or designee, unless a longer time period is agreed to by the City. Contractor's obligation to observe or perform this covenant shall survive the expiration or other termination of this Contract. Continued occupancy of the Concession Area after termination of the Contract shall constitute trespass by the Contractor, and may be prosecuted as such.

30. BANKRUPTCY

If Contractor shall be adjudicated bankrupt or insolvent, or makes an assignment for benefit of creditors, or if the leasehold interest is sold under a legal order or judgment, or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, then the City may immediately, or at any time thereafter, and without further demand or notice, terminate this Contract without being prejudiced as to any remedies which may be available to it for breach of Contract.

31. INSPECTION OF PREMISES

For the purposes of inspection, City reserves the right to enter any part of the Concession Area at any time during the period the business is to be open under the terms of this Contract.

32. NOTICES
All notices and concession fee payments shall be sent to the parties at the following addresses:

City: City of Fort Lauderdale
Parks and Recreation Director
1350 West Broward Blvd.
Fort Lauderdale, FL 33312

City and Contractor may change such addresses at any time upon giving the other party written notification.

All notices under this Contract must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return-receipt requested.

Contractor may designate additional persons for notification of default.

33. ATTORNEY FEES
Contractor agrees to pay the cost of collection and reasonable attorney fees on any part of said payment that may be collected by suit or by attorney after the same is past due. In the event of any other litigation the prevailing party shall be entitled to collect attorneys fees and court costs from the losing party.

34. SIGNS
Except as provided herein, no signs whatsoever, including advertising signs, shall be erected or permitted upon the premises until the plans have first been submitted to the City in accordance with all Federal, State and City laws, statutes and ordinances and approval received in writing from the City Manager or designee.

35. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")
The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

36. PUBLIC ENTITY CRIMES
NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

37. CANADIAN COMPANIES
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

38. LOBBYING ACTIVITIES
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:
http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf .

39. BID TABULATIONS/INTENT TO AWARD
(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at
http://www.fortlauderdale.gov/purchasing/bidresults.htm, or any interested party may call the Procurement Office at 954-828-5933.

40. SAMPLE CONTRACT AGREEMENT
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

It is the intent of this RFP to award a single Contract to provide motorized watercraft rental equipment, as specified in this RFP, for the Fort Lauderdale public beaches.

02. OPERATING REGULATIONS

1. All City, County and State laws and regulations relating to the operational use of the City's beachfront areas, shall be adhered to by the Contractor, his/her representatives and employees. This shall relate to laws currently in force and those adopted hereafter.

2. The Contractor will conduct his/her operation and provide contracted services, in such a manner as to maintain reasonable quiet and minimize disturbance to the general public.

3. The security for all property, equipment and supplies owned and provided by the Contractor, shall remain the responsibility of the Contractor. Costs relating to the repair or replacement of such items, stolen, lost or damaged shall be at the sole cost and expense of the Contractor.

4. The Contractor will be responsible for all damage to City property or the City beachfront caused by the Contractor or is employees or agents. Any such damage shall be corrected at the sole cost and expense of the Contractor.

5. The Contractor shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Concession Area and all facilities incident thereto. The Contractor shall make available all facilities within the Concession Area under its control for examination during hours of operation by the City Manager or designee.

6. Any repairs, cleaning or other maintenance as required to maintain a clean and safe working environment, shall be provided on a continuous and immediate schedule. The Concession operation must be maintained as to provide an aesthetically pleasing appearance and not be detrimental to the immediate surroundings.

7. The Contractor shall staff, operate, manage, and provide all equipment and services offered in a first class manner and comparable to other high quality concessions providing similar facilities and services.

8. The Contractor's vehicles, trailers and equipment shall be in a neat, clean and well-maintained condition at all times. Any repairs, cleaning or other maintenance as required to maintain a clean and safe working environment, shall be provided on a continuous and immediate schedule. The concession operation must be maintained as to provide an aesthetically pleasing appearance and not be detrimental to the immediate surrounding. No major repairs to equipment will be allowed on the beach.

9. There shall be no overnight storage of any type on the beach except as approved by the City. Any other equipment and/or storage shall be subject to prior City approval and in accordance with City Ordinance Section 8-170 through Section 8-178. The security for all property, equipment and supplies owned and provided by the Contractor, shall remain the responsibility of the Contractor. Costs relating to the repair or replacement of such items, stolen, lost, or damaged, shall be at the expense of the Contractor.

10. Distribution of brochures, pamphlets, and other similar paper products are prohibited on the beach outside of the designated area of operation. The City will allow brochures and pamphlets for motorized watercraft rental to be placed in recreation center brochure holders.

As part of the administration of the Contract, the City Manager or designee, shall conduct periodic inspections of concession area, equipment, services, and programs to determine compliance with the terms of this Contract.

03. PARKING REQUIREMENTS
No parking spaces will be provided by the City. Contractor and his/her customers shall utilized those parking facilities available to the general public.

04. USE OF CONCESSION AREA
The Contractor shall not use the concession area for any other purpose than the renting of motorized watercraft items, and he/she shall so conduct his/her business as to render a service to the public in a dignified manner. No pressure, coercion, persuasion, or hawking shall be done by the Contractor or his/her attendant in an attempt to influence the public to use his/her service. Retail sales are prohibited.

05. LOCATION OF SERVICES
It is the intent of these specifications to grant to the Contractor, the right to develop and operate a beachfront concession operation for the rental of motorized watercraft recreational equipment at the City of Fort Lauderdale's beach location east of Alhambra Street.

The legal description for the proposed concession area is the following:

A PORTION SECTION 7, TOWNSHIP 50 SOUTH, RANGE 43 EAST DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY A LINE PARALLEL WITH AND 75 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE EASTERLY PROJECTION OF THE CENTERLINE OF ALHAMBRA STREET; ON THE WEST BY A LINE 35 FEET EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF FORT LAUDERDALE BEACH BOULEVARD (S.R. A-1-A); BOUNDED ON THE SOUTH BY A LINE PARALLEL WITH AND 25 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE EASTERLY PROJECTION OF THE CENTERLINE OF ALHAMBRA STREET AND ON THE EAST BY THE MEAN HIGH WATER LINE OF WATERS OF THE ATLANTIC OCEAN; ALL AS SHOWN ON THE PLAT OF "LAUDER DEL MAR", ACCORDING TO THE PLAT THEREOF, RECORDED I N PLAT BOOK 7, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

The general description of the concession area is a fifty (50) foot wide area of the beach east of the beach access stairway at Alhambra Street.

06. RENTAL EQUIPMENT
Motorized watercraft equipment as referred to herein as rental equipment, shall include mechanically powered watercraft, including but not limited to, wave runners and banana boats as approved by the City and in accordance with City Ordinance Section 8-170 through 8-178.

No propeller driven watercraft will be allowed except the chase vessel.

All motorized watercraft shall be equipped with "kill –switches" in proper working order.

All rental equipment shall be color coded or otherwise plainly marked so as to permit identification from a distance of 150 yards. Proposed markings shall be approved in writing by the City Manager or designee prior to the commencement date of this Contract. Contractor shall not change or alter the markings without prior written consent of the City Manager or designee. Proposed markings shall be provided in the proposal section of this RFP: Part VII – Proposal Pages – Cost Proposal.

No major repairs to equipment shall be allowed on the beach.

A detailed list of the number and type or rental equipment that will be available and utilized in the operation of the motorized watercraft concession operation must be provided in the proposal section of this RFP: Part VII – Proposal Pages – Cost Proposal.

All rental equipment shall be maintained at the Contractor's sole cost and expense and shall meet the registration and licensing requirements of the State of Florida and any other governing agency.

Contractor agrees that all motorized watercraft equipment shall be at minimum of commercial grade and quality. All motorized watercraft equipment shall be no more than two (2) model years old. City reserves the right to request proof of title or other proof of purchase related to such equipment in order for the City to properly monitor this requirement.

All rental equipment shall be inspected on a daily basis and prior to commencement of the rental operation. Any equipment determined not to be in sound mechanical or working condition, shall not be utilized until noted defects are corrected. To assure that all motorized watercraft equipment is maintained in accordance with the highest industry standards, the City reserves the right to request periodic service and/or maintenance reports, to be provided and, if required, certified or otherwise guaranteed by Contractor, at its sole cost and expense.

The Contractor must provide and maintain at his/her own cost and expense, all equipment required for operation of the concession. In the event of loss, stolen or damaged equipment or facilities, any and all required repairs and/or replacement of equipment, shall be at the cost and expense of the Contractor.

The Contractor shall provide, install and maintain all regulatory buoys and beach lines as required to define operating areas. Buoys shall be at least 18 inches in diameter and of a high visibility color and shall conform to the uniform state waterway marking system. The buoys and lines shall be set up daily at the start of operating hours and shall be removed at the end of each business day.

The Contractor shall not be authorized to rent any equipment, which is not scheduled in his/her proposal and covered by his/her insurance policy furnished to the City, unless prior to such rental, the Contractor shall have furnished an additional list of equipment to the Parks and Recreation designee or Contract Administrator and receive approval from the City in writing.

07. WELCOME STATION

The Motorized Watercraft Concession shall have a "Welcome Station" defined as an area consisting of a beach chair, umbrella and table. The Welcome Station must be staffed by a competent person at all times while the concession is in operation. The minimum specifications for Welcome Station equipment are listed below.

The design, type, material and color of equipment to be used in the Welcome Station shall be approved in writing by the City's Parks and Recreation Department prior to the commencement date of this Contract. Contractor shall not change, alter, or modify City approved design, type, material or color of any Welcome Station equipment without the prior written consent of the City Manager or designee.

The design, type, material, and color of umbrellas shall be as follows:

- Size: Standard 7 ½' X 8' rib beach umbrella
- Fabric: Sunbrella Marine Grade fabric or equivalent
- Color: Sunbrella Pacific Blue
- Insignia: Beach Concession logo design, attached hereto as **Exhibit B.**

Contractor may propose an alternative to the umbrellas for the Welcome Station/Reception equipment area. The alternative proposal must be approved by the City Manager or designee. The City of Fort Lauderdale Beach Concession logo design must be printed and visible on the alternative suggestion. Contractor shall submit their proposal for their Welcome Station/Reception area as part of this RFP: Part VIII – Proposal Pages – Technical Proposal – II.A.

Chair: Contractor shall propose the design, type, material, and color of chair for use at the concession site for approval by the City Manager of designee. Contractor may place up to three (3) beach chairs in the Welcome Station area. Contractor shall submit their proposal for chairs (photo and specifications) needed to accommodate their customers as part of this RFP: Part VIII – Proposal Pages – Technical Proposal – II.A.

Table: Contractor shall propose the design, type, material, and color of table for use at the concession site for approval by the City Manager of designee. Contractor may place up to two (2) tables in the Welcome Station area. Contractor shall submit their proposal for tables (photo and specifications) needed to accommodate their customers as part of this RFP: Part VIII – Proposal Pages – Technical Proposal – II.A.

Welcome Station equipment shall be maintained in excellent condition and free of defects such as visible wear, tears, stains, fading, dirt, grime or any condition that would diminish appearance.

08. LOCATION OF EQUIPMENT – SITE PLAN

A detailed site plan for placement of Motorized Watercraft rental equipment must be provided in the proposal section of this RFP, Part VIII – Proposal Pages – Technical Proposal – II.A. Motorized Watercraft rental equipment shall be placed substantially in accordance with the site plan submitted by Contractor and approved by the City. Contractor shall not deviate from the approved site plan without the prior written consent of the City Manager or designee.

Site plan shall be in accordance with the following guidelines:

Rental equipment must be placed in the area as described in Part IV-Technical Specifications/Scope of Services, Paragraph 05. Location of Services.

Welcome Station equipment and rental equipment may be placed a minimum of thirty-five (35) feet from the eastern boundary of the Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A, and not more than thirty (30) feet west of the high water mark.

No Welcome Station or rental equipment shall be placed in such a manner that blocks or impedes a beach access point.

Notwithstanding the above, the City's Ocean Rescue shall at all times have the sole and absolute discretion to require Contractor, and/or Contractor's patrons, to relocate and/or move Welcome Station and rental equipment in the event that such equipment in any way impedes and/or obstructs sightlines, or has any other effect whatsoever which would directly or indirectly impede the performance of Ocean Rescue activities. Notwithstanding Ocean Rescue's right to require relocation as provided herein, Contractor will cooperate with Ocean Rescue in compliance with the preceding sentence.

09. OPERATION SCHEDULE

Motorized Watercraft equipment shall be placed within the Concession Area, substantially in accordance with an approved site plan. Set-up of motorized watercraft rental equipment shall be permitted daily before 10:00 a.m., but no earlier than one hour after sunrise.

During the term of this Contract each Concession Area shall be open and continuously staffed 7 days a week, on a 52-week per year schedule between the hours of 10:00 a.m. and 5:00 p.m. Any change in the hours of operation shall be at the City's sole option and discretion, and any request by Concessionaire for an increase or decrease in same shall be subject to the prior written approval of the City Manager or designee.

Exceptions shall be considered when inclement weather conditions do not warrant the operation of this concession service or with an advance request for such change and approval by an authorized City representative.

10. USE OF BEACH

The beach is for the use and enjoyment of the public, for recreation and other public purposes and the public's right to such use shall not be infringed upon by any activity of the Contractor. Upon execution of this Contract, Contractor acknowledges that all of the beaches are public and as such concession operations must not restrict, or appear to restrict, access to the general public, or in any way limit the public nature or ambiance of the beachfront. The Contractor will conduct its operations so as to maintain a reasonably quiet and tranquil environment for the adjacent area, and make no public disturbances.

Notwithstanding the Concession Area as defined above, Contractor understands, agrees and acknowledges that the aforestated Concession Area along with any and all other public beachfront areas not specifically identified herein, are public and, as such, must remain available for the use and enjoyment of the general public whether or not the public chooses to use any of the Contractor's equipment. In the event that a member of the public is within a particular Concession Area, as set forth herein, Contractor agrees to allow for his/her continued peaceful enjoyment of said area.

11. ADVERTISING AND NOTICES

The Contractor shall not display any signs or advertising matter, unless approved by the Parks and Recreation Director or his designee, with the exception of a list of services, prices, rental fees and notices, including but not limited to, notice that personal floatation devices must be worn by patrons.

All such signs and notices must be in a format and design approved by the City prior to the commencement of this contract.

The City reserves the right to approve all marketing materials.

The Contractor is responsible for all costs for their marketing and promotional materials, including, but not limited to, typesetting, printing and distribution.

12. RENTAL RATES

Concession services shall be consistent with those charges for similar services and merchandise in the area of recreational facilities and tourist attractions in the Broward County area.

The rates and charges for rental of such equipment must be provided in Part VIII – Proposal Pages – Technical Proposal - III. Should a deposit and/or security payment also be required for the rental of equipment, this must also be stated in Part VIII – Proposal Pages – Technical Proposal – III. Such rates must be reviewed and approved by the City prior to the commencement of any Contract. Such stated rates and charges shall be consistent throughout the term of this Contract.

Any requests for modification and changes in such rates must be presented to the City, with a minimum of 30 days prior to the desired date of rate change. Such change requests must be in writing and directed to the Contract Administrator. The City shall review and accept, refuse or modify such rate change requests. The City shall have the last and final decision relating to any such change requests.

13. EQUIPMENT STORAGE

A detailed plan for storage and removal of motorized watercraft rental equipment, Welcome Station equipment and storage boxes must be provided in Part VIII – Proposal Pages – Technical Proposal – II.C. Storage shall be in accordance with City Ordinance Section 8-170 through 8-178. Contractor agrees to obtain and pay for all Department of Environmental Protection (DEP) and/or Fish and Wildlife Commission (FWC) permits required for operations on the beach. The storage plan must include a detailed site plan depicting the overnight storage and security of jet skis or other proposed equipment, placement of storage boxes and content of storage boxes. No storage of watercraft owned or operated by other individuals shall be permitted. No overnight storage of fuel shall be permitted.

The design, type, material, and color of all storage boxes shall be as follows:

- Taylor Made Products or equivalent
- Type: Taylor made Fiberglass dock type box or equivalent
- Color: White
- Size: Maximum outer dimensions:
    - width: 72 "

- depth: 26"
- height: 27"

The Contractor agrees to abide by all City, County, and State laws with regard to use of beachfront areas as amended or adopted hereafter. Contractor herein further acknowledges that it shall not hold the City liable for any expenses and/or other damages incurred as a result of compliance with such requirements as referred to herein.

14. HURRICANE EVACUATION PLAN
Contractor agrees that all its storage boxes, motorized watercraft rental equipment and any and all other equipment or other items used in the concession operations will be removed from the beachfront immediately within two (2) hours of notification by appropriate City authorities. A detailed hurricane preparedness/evacuation plan shall be provided in the Part VIII – Proposal Pages – Technical Proposal – II.D.

15. SEA TURTLES
Contractor agrees and understands that the State of Florida has advised that in order to place facilities and/or equipment on the beach, surveys for marine turtle nesting activity must be ongoing between the period of March 1 and October 31, or as determined by the State of Florida each year:

a. It is the responsibility of the Contractor to abide by any order issued by the State of Florida and/or cooperate with Broward County to ensure that nesting surveys may be conducted in accordance with the conditions set forth by the State.
b. In the event an unmarked marine turtle nest is exposed, or a dead, injured, or a sick marine turtle is discovered, call the Sea Turtle Hotline (954) 328-0580 or immediately notify the appropriate City authority such that appropriate conservation measures may be taken.
c. If Contractor or his/her staff sees someone harassing a sea turtle or poaching a nest, Contractor shall immediately call the Florida Fish and Wildlife Conservation commission at 1-888-404-3922 to report the matter.
d. No temporary lighting associated with the concession will be permitted at any time during the marine turtle nesting season and no permanent lighting is authorized.
e. The placement and removal of facilities and equipment on the beach shall be conducted during daylight hours and shall not occur in any location prior to completion of the necessary marine turtle protection measures.
f. Disturbing the existing beach, and dune topography and vegetation is prohibited.

16. APPEARANCE OF PREMISES
The Contractor shall be responsible to have a neat, clean and orderly operation at all times and is responsible for maintaining that condition during operating hours within an area of 100 feet of the concession site. Contractor shall rake the area and remove all debris as needed to maintain a neat and clean operation. Contractor shall cooperate with City staff, and set-up and break down of motorized watercraft rental equipment and Welcome Station shall not interfere with City beach maintenance operations.

Trash must be bagged and placed in or near established receptacles on the beach. The removal and disposal of this trash and rubbish shall be the responsibility of, and at the expense of the City. If a public receptacle is not readily accessible to the concession area and/or Welcome Station, the Contractor shall provide a trash receptacle no larger than thirteen (13) gallons for use in the "Welcome Station". The Contractor is responsible for the

removal of the receptacle and contents daily.

17. EMPLOYEE QUALIFICATIONS AND APPEARANCE

Hospitality Training & Service:

The Contractor shall ensure that all personnel assigned to provide services on the beach successfully complete Sunsational Service training provided by Hospitality Excellence, Inc., or equivalent customer service training program, approved by the City Manager or designee, prior to being assigned to beach duties.

The Contractor shall employ workers to service this operation who are literate, neat, clean, well groomed and courteous. An experienced manager shall be present to oversee the daily operation of this concession and with the full authority to direct the operation and immediately take all corrective action required to correct erroneous procedures and insure complete and continuous compliance with requirements and specifications of Contract at all times while the Concession is in operation.

"Hawking" to attract attention and/or summoning or accosting any person is prohibited. The playing of music, or allowing other activity that disturbs the public is prohibited.

Uniforms:

All Contractor personnel shall wear a City approved identification name-tag or have name embroidered on approved uniform shirt to be provided at the Contractor's sole cost and expense.

All beach concession personnel will be in a uniform approved by the City. Contractor shall submit their proposed uniform (shirt, short, bathing suit, hat) for approval by the City as part of this RFP: Part VIII – Proposal Pages – Technical Proposal – II.I. All concession personnel shall wear the approved uniform.

All concession staff must be properly certified (completed boater's education course approved by the NASBLA / state approved boater safety course). Certifications of personnel must be provided in Part VIII – Proposal Pages – Technical Proposal – II.H.

Work Plan:

The Contractor shall also provide a work plan indicating complete and adequate coverage by personnel during all operating hours, include name and experience of employees who will be operating rental equipment and/or giving instructions to customers regarding the operation of any rental equipment. This work plan including the name and experience of employees shall be provided in the proposal part of this RFP: Part VIII – Proposal Pages – Technical Proposal – II.G.

18. BEACH REGULATIONS

The Contractor shall abide by all City rules and regulations established and/or posted at the beach and intended for use by the general public, including but not limited to, Beach Boating Restrictions City Ordinance Section 8-170 through 8-178 City of Fort Lauderdale Code of Ordinances.

19. SPECIAL EVENTS

The City will hold sponsored and cosponsored events and activities on the beach from time to time. In such cases, the City may request that the Contractor cease and desist operations during the term of, and in the area of the special event and/or production, and the Contractor

shall cease and desist during said term. If the Contractor is not required to close, or chooses to remain open without interference to the special event and/or production, Contractor agrees to cooperate with the City. During such events, the Contractor may be allowed to continue operations or be assigned a temporary location elsewhere within close proximity of the original assigned site. During the event, the Contractor has the option of operating his/her equipment from the temporary site or stopping operations until the event is over. The City reserves the right to allow other rental of concessions to operate upon the original assigned site or in close proximity to that site during special events as may be approved by the City.

20. OPERATING PROCEDURES

Contractor is obligated to comply with the following conditions and acknowledges and agrees that breach of any such condition, or any obligation imposed under this Agreement, may result in immediate cancellation of this Agreement by City and, in such event, CITY may retain as its liquidated damages the security deposit:

(1) No alcoholic beverage of any nature whatsoever may be distributed, consumed, or possessed at the beach.

(2) Contractor agrees to comply with all federal, state, and local laws, rules, and regulations, including the Code of Ordinances of the City of Fort Lauderdale and the City of Fort Lauderdale Parks and Recreation Rules and Regulations, as may be amended.

(3) Distribution of brochures, pamphlets, and other similar paper products are prohibited on the beach outside of the designated area of operation. The City will allow brochures and pamphlets for motorized watercraft rental to be placed in recreation center brochure holders.

(4) No broadcasting activities and no loud speakers are permitted, and no music, whether live or recorded by any means, may be played, unless such broadcasting, music or both is performed in conjunction with an activity or event approved in advance by the Parks & Recreation Director or by City Event Agreement.

Restricted Area: The Contractor shall instruct and identify for customers of rental equipment, that area designated as Swimming Area Only. This area, defined in current City Code Section 8-171 "Restricted Area" currently restricts such operations in an area 300 feet east of the current shore water line. The Contractor will also restrict operation within 100 feet of the nearest swimmer, regardless of the proximity of this person to the shoreline. This defined Safety or Protected Zone, may be modified and revised during the course of this Contract as determined by changes in the referenced City Codes or as determined necessary by City personnel.

Safety Marker: Safety markers shall be posted on the sandy beach to delineate the motorized watercraft concession recreational area as per City Ordinance Section 8-170 through 8-178. The design, type, material, color and location of the safety markers shall be approved in writing by the City Manager or designee prior to the commencement date of this Contract. Color of safety markers shall be any color not currently used by Ocean Rescue. Safety markers must have the City approved Concession logo printed on them. The logo design and specifications are determined at the sole discretion of the City. Contractor shall not change, alter or modify City approved design, type, material or color of safety marker without prior

written consent of the City Manager or designee. Proposed safety marker shall be made part of Part VIII – Proposal Pages – Technical Proposal –II.J.

Safety markers shall be at the sole cost and expense of the Contractor.

Chase Vessel: The motorized watercraft concession operation must have a chase vessel and properly certified concession staff, readily available to operate same. Such vessel shall be available to control and insure the proper operation of rental vessels in designated and authorized areas. The chase vessel must be capable of catching and performing a proper rescue of all rental watercraft. This vessel shall be available to assist as needed to tow rental vessels as needed. Such vessel shall be driven either by jet or propeller. Should a propeller driven vessel be utilized, the Contractor must provide a guard or similar device to prevent contact with the propeller. Only the Contractor or his employees shall operate the chase vessel. It shall not be made available to renters.

The chase vessel must be readily available and safely located on shore, unless monitoring or recalling a patron.

All chase vessel operators shall wear high visibility yellow colored personal flotation device when operating the chase vessel. When the chase vessel is on shore, said high visibility yellow colored personal floatation device shall be placed on top of the chase vessel in order to identify same. All concession staff must be properly certified (complete boater's education course approved by the NASBLA or pass the State of Florida "How to Boat Smart " course), and have certification readily available for inspection when on duty. Staff must be readily available at all times that concession is operating.

Rental Requirements: As to provide full service and maximize the potential for rental of equipment, the Contractor shall pre-screen all renters to determine their ability to operate rental equipment. The Contractor shall be capable of providing complete instructions on the proper, correct and safe usage of such equipment. These instructions shall include verbal directions and a demonstration of the equipment's proper usage. Verbal and written instructions are to be included in Part VIII – Proposal Pages – Technical Proposal – II.K.

Contractor shall not knowingly permit anyone under the age of 18, nor anyone under the influence of alcohol or other mood-altering drug, to rent or operate any motorized watercraft equipment.

Contractor shall not knowingly permit a person 21 years of age or younger to operate a marine vessel of 10 horse power or more, unless such person has in his/her possession, a photo identification and proof of completion of a boater education course approved by the State of Florida, and/or the National Association of State Boating Law Administrators.

Personal Flotation Device: All rental motorized watercraft shall adhere to applicable registration and license requirements of the State of Florida, as may be amended from time to time.

The Contractor shall have available and provide an approved personal floatation device to all renters of motorized watercraft equipment. Such device shall be of the type and class approved for such use by the Coast Guard. It shall be the sole responsibility of the Contractor to insure the renter is capable of properly adjusting and using such a device. Information on the proper use of this equipment must be provided to the user should there be any doubt

relating to the renter's ability to properly use this equipment.

The Contractor shall insure that each approved personal floatation device is being worn properly, prior to the operator leaving the beach area. Removal of such equipment during the rental period while equipment is actually in use shall be construed as a violation of the rental agreement. Corrective measures shall be immediately taken or the rental craft shall be returned to the Concession site. The mandatory use of this equipment must be conspicuously stated on a notice located in the immediate area of the "Welcome Station", in a design and type approved by the City, and in accordance with Part IV – Technical Specifications, Paragraph 11. Verbal and written instructions for the proper use of the flotation devices shall be made part of this RFP in the Part VIII – Proposal Pages – Technical Proposal – II. L.
Any change or addition to the Contractors operation will require prior review and approval of all applicable City Departments.

The City reserves the right to issue additional beach rules and regulations as deemed necessary by the City. Contractor agrees to abide by any new or revised rules and regulations that the City deems necessary.

21. SAFETY PROCEDURES:
The Contractor shall conduct his/her operation in accordance with all laws, rules, and regulations relating to the safe operation of the concession.

A detailed plan for the policy and procedures in place to insure the safety of motorized watercraft operators/renters shall be included in Part VIII – Proposal Pages – Technical Proposal – II.L-M. The plan shall include, but not be limited to, the following:

- Pre-rental or pre-ride instruction (verbal and written) on the safe operation of the motorized watercraft. This instruction must include, at a minimum, operational characteristics of the vessel, safe operation and right-of-way, operator responsibilities, and local waterway characteristics. The person delivering this information must have completed a NASBLA/state approved boater safety course.
- Providing on-the-water demonstration and a check ride to evaluate the proficiency of renters. Verbal and written procedures.
- Verbal and written instructions for propulsion, steering and stopping characteristics of jet pump vessels, the location and content of warning labels, how to re-board a watercraft, the applicability of the Navigation Rules to the watercraft operation, problems being seen by other boaters, reckless operation, and the noise, nuisance, and environmental concerns regarding the operations of the rental motorized watercraft.
- Verbal and written instructions for training sessions for personnel involved in rescue operations.
- Verbal and written instructions for training sessions for personnel involved in safety briefings for patrons.
- A list of applicable certifications held by proposed personnel for conducting such training shall be made part of the RFP in Part VIII – Proposal Pages – Technical Proposal – II.H.

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

		Weight Factor
1.	Understanding of the overall needs of the City as presented in the proposed plan, including but not limited to proposed equipment, Concession area site plan and maintenance of area, marketing plan, etc.	15%
2.	Experience, qualifications and references of the proposing firm and Personnel assigned.	15%
3.	Proposed plan for management, staffing and operation of concession under this Contract. Experience and qualifications of management and personnel staffing this operation.	20%
4.	Quality of daily/overnight storage plan and hurricane preparedness plan.	10%
5.	Safety Plan/ Rescue Procedures including, but not limited to, pre-ride rental instructions, personal floatation device instructions and rescue protocols.	10%
6.	Annual guaranteed minimum concession fees proposed.	30%
TOTAL PERCENT AVAILABLE:		**100%**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any

evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (10) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name _____

Proposer agrees to supply the services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Year One:

$_____/month x 12 months = $_____/annually
(preferred minimum $2,625.00 per month/ $31,500.00 annually)

Year Two:

$_____/month x 12 months = $_____/annually
(preferred minimum $2,756.25 per month/$33,075.00 annually)

Year Three:

$_____/month x 12 months = $_____/annually
(preferred minimum $2,895.00 per month/$34,740.00 annually)

II. List below all equipment that will be utilized for the concession and their current value. List all rental equipment (code with an R), the chase/tow vessels(s) (code with a C), and accessory equipment such as trucks trailers etc (code with an A). Please provide one set of color photographs of equipment for this concession, attached to this proposal section. Proposed markings of equipment must be included in the photographs (see Part IV – Technical Specifications/Scope of Services, Section 06 – Rental Equipment.)

Description	Qty.	Total Value
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____

(use additional sheets if necessary)

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

I. Understanding of the City's needs for the concession and your overall approach to those needs.

II. Your proposed operational plan, including:

A. Concession Area site plan - set up of equipment and welcome station/reception area and storage box. Color photos and specifications of welcome station/reception area and storage box equipment to be used.
B. Daily Beach maintenance plan for concession area
C. Storage plan including on-site and off-site storage and any vehicle usage
D. Hurricane preparedness /evacuation plan for all equipment
E. Written policy and procedure for internal controls to record sales for Concession area(s) income.
F. Concession marketing plans
G. Management and staffing plan: Provide a work plan indicating complete and adequate coverage by personnel/management during all operating hours, include name of manager on duty and names of employees assigned for operating rental equipment and/or giving instructions to patrons regarding the operation of any rental equipment. Indicate manager or personnel who will be the contact liaison with the City. List name, title/position and duties of all personnel assigned to this concession, include a resume or summary of experience and qualifications for personnel assigned to this concession.
H. Currently held certifications and licenses (NASBLA/state approved boating course by proposer and staff to operate motorized watercraft) and currently held memberships in Professional Associations related to Motorized Watercraft activities including but not limited to: Safety Training certifications, AED, CPR, First Aid or other appropriate certifications.
I. Proposed uniform and name-tag for staff, include color photographs and specifications.
J. Proposed safety markers including beach concession logo and color, include color photographs and specifications.
K. Written and verbal pre-rental/pre-ride instructions for operation of watercraft
L. Written and verbal safety briefing for customer instructions on personal floatation device use.
M. Written and verbal rescue protocol for personnel effecting rescues – rescue training protocols and training schedule for personnel assigned to concession.
N. Written policy and procedure for internal controls to record rentals for Concession Area Income. Describe your company's accounting systems, planned frequency of reporting procedures, and management control check and balance systems. Provide a SAMPLE for the types of financial operating reports your company will use for this concession.
O. Any other information that will assist the City in evaluating your proposal.

III. List your proposed rental rates for each contract year. Describe equipment and list proposed rates for an hour, more than an hour, half day, full day and any other rental arrangements.

Description of equipment	Rental Rate Year I	Rental Rate Year 2	Rental Rate Year 3
Example:			
Waverunner per hour	$XX.00	$XX.00	$XX.00
Waverunner per ½ day	$XX.00	XX.00	XX.00
Waverunner per day	XX.00	XX.00	XX.00
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____

(Use additional sheets if necessary)

Security Deposit required for rental of equipment $_____

PART IX - PROPOSAL PAGES - QUESTIONNAIRE

1. How many calendar days from award of Contract would you need prior to initiating operations?

   _____ days

2. Prior Experience:

   Number of years experience the proposer has had in providing similar services:

   _____ years

3. Have you included your Proposal Security with your proposal? _____ Yes

5. List all contracts currently held for providing similar services. Provide agency name, address, telephone number, contact person and date contract expires. If services provided differs from the one presented in your proposal, please delineate such differences.

6. List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE COULD RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF **PROPOSAL PAGES AND ATTACHMENTS.**

EXHIBIT A

DIVISION 3. BEACH BOATING RESTRICTED AREA

Sec. 8-170. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this division, except where the context clearly indicates a different meaning:

Business operator means a lessee, licensee, franchisee or other person expressly authorized by a commercial owner to engage in the business of operating a watercraft concession on property subject to a waiver pursuant to section 8-174.

Chase watercraft means a watercraft available solely for the purpose of effecting a sea rescue in an emergency or for the purpose of ensuring that rental watercraft are operated in compliance with federal or state law or with city or county ordinances.

Commercial owner means the owner or lessee (under a lease of at least fifty (50) years) of property located east of the right-of-way of State Road A-1-A and upon which stands a hotel or motel abutting the sandy beach; provided, however, that commercial owner shall not include owners or lessees of properties described above if (a) the abutting sandy beach is dedicated to the public or (b) the public beach as defined in section 8-52 and section 8-71 lies eastward of such owner's or lessee's platted property.

Corridor or *marked corridor* means a defined area within the restricted area leading from the shoreline to the eastern boundary of the restricted area, established in conjunction with the approval of a waiver for watercraft concessions pursuant to section 8-174, in which certain forms of watercraft may be operated.

Customer means a person renting watercraft to be operated in a corridor, or using watercraft operated in a corridor whether or not consideration has been paid for such use. The term does not mean a commercial owner, a business operator or an employee of either.

Manually powered watercraft means watercraft which use human physical effort as their primary source of motive power, such as kayaks or rowboats.

Mechanically powered watercraft means watercraft which use an internal combustion engine or an electric motor as their primary source of motive propulsion.

Residential owner means the owner of property located east of the right-of-way of State Road A-1-A abutting the sandy beach upon which stands a single-family dwelling, townhouse, condominium or co-operative residential structure or upon which property a club for recreational purposes is operated.

Restricted area means the area defined in section 8-171

Sail powered watercraft means watercraft whose primary source of propulsion is the wind, such as sailboats and sailboards.

Soft-sided watercraft means personal floating rafts, inner tubes and other soft or inflatable objects used for passive water recreation.

Waiver means permission from the city for a commercial owner of appropriately zoned property to operate or contract one (1) or more watercraft concessions within corridors through the restricted area.

Watercraft concession mean a business operating mechanically powered, manually powered or sail powered watercraft or other watercraft used for active recreation. Mechanically powered watercraft used in a corridor must have a guarded propeller or use jet propulsion.

Watercraft operator means a person who is in actual physical control of or steering any form of watercraft rented from a watercraft concession other than soft-sided watercraft.

Wave powered watercraft means devices designed to be propelled by wave action, such as surfboards.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-96-24, § 1, 5-21-96)

Sec. 8-171. Restricted area.

Except as hereinafter provided, it shall be unlawful for any person to steer, propel, anchor, moor, operate or cause to be operated, any watercraft within the waters of the following described area:

An area bounded by the mean high water mark of the Atlantic Ocean on the west, the corporate limits on the north, a line one hundred (100) yards east of the mean high water mark of the Atlantic Ocean on the east and on the south an extension of the south boundary line of Parcel "X" of Point of Americas Plat, according to the plat thereof, recorded in Plat Book 69, Page 45 of the Public Records of Broward County, Florida.

No part of the Florida Intracoastal Waterway shall be included in the above described area.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-94-55, § 1, 11-15-94)

Sec. 8-172. Government watercraft not included.

Watercraft operated by or under the direction of the federal, state, county or city governments, while engaged in law enforcement or other necessary governmental functions, shall be exempt from the restrictions set forth in section 8-171.

(Ord. No. C-93-26, § 1, 5-18-93)

Sec. 8-173. Exceptions.

Exceptions to the provisions of section 8-171 shall be limited to the following:

(1) Special events of short-term duration such as regattas, tournaments and events of a similar nature. Such special events shall be subject to all other requirements of this Code.

(2) Watercraft concessions may operate through the restricted area only in a corridor, as authorized by a waiver granted under section 8-174.

(3) Any type of watercraft operated by a residential owner, including such residential owner's guests and invitees, in the restricted area seaward of such residential owner's property, where the operation of such watercraft is strictly accessory or incidental to the residential or recreational use of upland property. No commercial operation of watercraft shall be permitted under this subsection. Ingress to and egress from such residential owner's property and the eastward boundary of the restricted area shall be by the safest most direct route, with mechanically powered watercraft proceeding at slow down minimum wake speed, as defined in section 8-166(b)(1), and sail powered watercraft proceeding at the minimum speed necessary to maintain safe steerage. Any watercraft allowed to operate under this exception may also anchor offshore of such property.

(4) The intrusion into the restricted area by any watercraft incapable of proper navigation due to safety threatening weather conditions or mechanical breakdown.

(5) Soft-sided and wave powered watercraft, except that such watercraft shall not operate in marked corridors.

(6) Only the following forms of watercraft may be launched from, operated on adjacent waters of, and returned to the public beaches defined in section 8-52 and 8-71:

a. Sail and manually powered watercraft under twenty-five (25) feet in length, not equipped with a mechanical source of power, only in areas designated by the city manager.

b. Wave powered watercraft, only in areas designated by the city manager.

c. Any type of watercraft authorized under a concession agreement with the city as provided in section 8-55.1, provided that the city shall be limited to only one (1) concession agreement under section 8-55.1 for motorized watercraft.

d. Soft-sided watercraft, except in designated watercraft launch areas.

e. In the restricted area adjacent to the public beach described in section 8-52, the city manager may authorize the operation of watercraft in a designated corridor solely for the purpose of allowing the patrons of a food service establishment which is accessory to a hotel or motel located east of the easternmost public road right-of-way to anchor watercraft offshore of such establishment. Such establishment, by agreement with the city, shall be solely responsible for the maintenance of the corridor and shall indemnify the city for all activities therein. The city may require the inclusion of other terms and conditions which the city manager finds are necessary to protect the public. The city manager may suspend or revoke such agreement at any time if he finds that there is a threat to the health, safety and welfare of the public. The provisions of this subsection (6)e. are repealed eighteen (18) months from the effective date hereof, unless readopted by the city commission.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-96-24, § 1, 5-21-96; Ord. No. C-97-12, § 1, 5-6-97)

Sec. 8-174. Waiver for watercraft concession.

A waiver from the provisions of section 8-171 may be granted to a commercial owner and the city (as to the public beach areas defined in section 8-52 and section 8-71) for the operation of one of more watercraft concessions, subject to the following conditions:

(1) One (1) or more corridors extending from the shoreline to the eastward extremity of the restricted area, which corridor or corridors shall be marked with buoys or similar devices conforming to the uniform state waterway marking system, shall be established for the passage of watercraft rented by customers, watercraft used by the business operator to transport customers to watercraft recreation activities beyond the restricted area, and chase watercraft through the restricted area. Mechanically powered watercraft operated in a corridor must have a guarded propeller or use jet propulsion. The buoys or other similar devices shall be installed, maintained and replaced as required, by the commercial owner or business operator for as long as the corridor is in effect.

(2) The specific location and width of the marked corridors shall be subject to the approval of the city in accordance with the following provisions:

a. The upland property of the commercial owner must have at least twenty-five (25) yards of beachfront.

b. The corridor shall be designed so as to provide an appropriate level of safety for the type of watercraft that will transit therein.

(3) The commercial owner or business operator shall provide watercraft operators renting watercraft a written form notifying the watercraft operators of the special operating conditions set forth in this section and of the applicable penalties for violating any of the conditions. Before permitting rental watercraft to be operated within the corridor, the commercial owner or business operator shall have the watercraft operator sign the form, acknowledging that the operator has read the form and will comply with the special operating conditions.

(4) The commercial owner or business operator shall maintain a safety watch whenever any rental watercraft, other than a soft-sided watercraft, is in operation. The beachfront of each corridor shall be marked with one (1) sign on each side of the corridor of a size and color sufficient to warn all swimmers to stay out of the corridor; all such signs shall conform to Chapter 47 of this Code.

(5) All mechanically powered watercraft operators (other than the chase watercraft operator) shall proceed in the marked corridor at slow down minimum wake speed, as defined in section 8-166(b)(1), and sail powered watercraft operators shall proceed at the minimum speed necessary to maintain safe steerage. All watercraft operators shall yield the right-of-way to any swimmer. The commercial owner or business operator shall warn the watercraft operators when operating in the marked corridor to proceed at the appropriate speed and to yield the right-of-way to any swimmer and shall ensure that all rental watercraft meet all applicable federal and state safety equipment requirements. The commercial owner or business operator shall provide a personal flotation device to each individual who will occupy a rental watercraft, other than a soft-sided watercraft, and shall stress the importance of wearing same while the watercraft is being operated.

(6) At least one (1) chase watercraft shall be readily available in close proximity to the marked corridor for use by the commercial owner or business operator whenever any rental watercraft, other than a soft-sided watercraft, is in operation. Such watercraft shall be clearly identifiable as such with markings to be approved by the city.

(7) The rental watercraft of the commercial owner or business operator shall be color coded or otherwise plainly marked so as to permit the identification of the ownership of the rental watercraft from a distance of one hundred fifty (150) yards, and so as to distinguish the chase watercraft from the rental watercraft of the commercial owner or business operator.

(8) A commercial owner may not assign, sell, encumber or otherwise transfer a waiver. Any change of ownership of the commercial owner's property shall require the new owner to submit a new application subject to all of the conditions and requirements of this division.

(9) A business operator may not assign or otherwise transfer his rights under a waiver until the new business operator has submitted to the city manager a signed statement that the new business operator agrees to be bound by all of the conditions and requirements of this division.

(10) While in use, rental watercraft may be stored on the sandy beach above the high water mark. Overnight storage shall be allowed only if suitable measures are taken to secure the rental watercraft and associated equipment at a non-permanent storage area above the high water mark. Such storage area shall be subject to approval by the city.

(11) Fuel handling by the commercial owner or business operator on the sandy beach shall conform to the following measures, in addition to any other applicable laws or regulations:

a. All fuel containers shall be placed in city fire department approved containment vessels located above the high water mark to protect the beach environment from fuel spillage. A maximum of twenty-five (25) gallons of fuel may be stored at any one time per concession.

b. There shall be contingency plans for a fuel spill and equipment to contain and clean same shall be immediately available. The details of such plan shall be submitted to the city prior to the commencement of fuel handling on the sandy beach.

c. No fuel may be stored overnight.

(12) Major repairs of watercraft on the sandy beach are prohibited.

(13) The establishment of watercraft concessions for the city on the public beaches shall be in the manner set forth for recreation concessions in section 8-55.1, provided that the city shall be limited to one (1) concession agreement under section 8-55.1 for motorized watercraft.

(14) Any personal watercraft, as defined in Chapter 327, Florida Statutes, which are used by a watercraft concession operated under this section, shall be supplied with the best available technology for noise muffling.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-96-24, § 1, 5-21-96; Ord. No. C-97-12, § 2, 5-6-97)

Sec. 8-175. Waiver application.

An application for a wavier with an application fee to be set by the city manager, which such application fee shall be set in accordance with the actual cost to the city of administering this waiver application process, but not to exceed five hundred dollars ($500.00), shall be filed with the city manager and include the following information:

(1) The name, address, telephone number and signature of the commercial owner.

(2) The address of the premises from which the watercraft rental concession will be conducted.

(3) The name, address, telephone number and signature of the business operator.

(4) A complete description of all activities proposed to be conducted under the waiver, including a description of the various types, sizes and approximate numbers of watercraft to be operated and a statement of provisions to be made for the safety of the public during operation under the waiver.

(5) A drawing showing the specific location of the activities to be conducted under the waiver and indicating the specific location and width of the marked corridor or corridors, the position of the buoys and beach front signage.

(6) Proof of public liability and property damage insurance coverage in the minimum amount of one million dollars ($1,000,000.00) combined single limit. All policies shall be maintained in full force and effect at all times a watercraft rental concession is in operation and shall be endorsed to provide the city with thirty (30) days advance written notice of cancellation.

(7) Any additional information which is reasonably necessary to enable the city commission to determine whether the activities proposed to be conducted under the waiver may constitute a reasonably likely threat of endangering public safety.

(Ord. No. C-93-26, § 1, 5-18-93)

Sec. 8-176. Action by the marine advisory board and city commission.

The marine advisory board shall initially review the waiver application and submit its recommendation to the city commission. The city commission, at a public hearing, may grant or deny an application. Among other factors, the city commission may consider whether:

(1) The waiver application is incomplete in a material respect.

(2) The waiver application has been fraudulently completed.

(3) The activity proposed under the waiver application could not be conducted without a reasonably likely threat of endangering public safety.

(Ord. No. C-93-26, § 1, 5-18-93)

Sec. 8-177. Suspension; revocation.

(a) Any waiver granted under the provisions of this division may be suspended or revoked by the city manager following notice to the commercial owner or business operator for any of the following reasons:

(1) Upon discovery that the waiver application was fraudulently completed.

(2) When the city manger finds that any activity conducted under the waiver presents a clear and present danger to members of the public. Clear and present danger as used herein means such activity creates a reasonably likely threat of endangering public safety. It shall be permissible inference that an activity creates a reasonably likely threat of endangering public safety if customers of a commercial owner or business operator have been issued nine (9) citations within the fiscal year of the city for operating the watercraft for which the commercial owner has been granted a waiver in violation of this division or other city or county ordinance or in violation of any federal or state law. For the purposes of this subsection, only those citations resulting in a finding of guilt by a court of law, or for which a plea of guilty or nolo contendere is entered, regardless of whether a violator is formally adjudicated guilty, applies.

(3) Upon discovery that the commercial owner or business operator has failed to fulfill any one of the obligations imposed on the commercial owner or business operator by this division, other than those pertaining to watercraft.

(4) When the operation of any watercraft permitted to be operated through the corridor results in a death or any injury to any swimmer or operator within the restricted area or marked corridor, if the negligence of the commercial owner or business operator contributed to such injury or death.

(5) When the commercial owner, business operator or their employees have been issued six (6) citations within the fiscal year of the city for violating any of the provisions of this division or other city or county ordinance or any federal or state law pertaining to watercraft. For the purposes of this subsection, only those citations resulting in a finding of guilt by a court of law, or for which a plea of guilty or nolo contendere is entered, regardless of whether a violator is formally adjudicated guilty, shall apply.

(b) Prior to a suspension or revocation becoming effective, the commercial owner or business operator shall be entitled to be heard by the city commission upon the filing of a request for such hearing, if the request is filed with the city clerk within five (5) business days after receipt of notice of suspension or revocation. The city commission may uphold, modify or repeal the suspension or revocation.

(Ord. No. C-93-26, § 1, 5-18-93; Ord. No. C-96-24, § 1, 5-21-96)

Sec. 8-178. Effective date.

This division shall become effective only upon approval by the Florida Department of Natural Resources of the boating restricted area and the completion of installation of regulatory markers by the city to delineate such area. The city shall publicize the effective date by means reasonably calculated to inform interested persons. Owners with contractual arrangements with a business operator to conduct watercraft rentals, in existence prior to such effective date, shall have sixty (60) days from such effective date to submit an application for a waiver as provided herein.

(Ord. No. C-93-26, § 1, 5-18-93)

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PACKING SLIPS: It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.01 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.02 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.03 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.04 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.05 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.06 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES
This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS
The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING**: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read 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 CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:_____
(signature) (date)

Name (printed)_____Title:_____

Company: (Legal Registration)_____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address:_____

City_____State:_____Zip_____

Telephone No._____FAX No. _____Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ **NO**_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances:

_____

_____

revised 6-16-11

Question and Answers for Bid #525-10962 - Motorized Watercraft Beach Concession

OVERALL BID QUESTIONS
There are no questions associated with this bid.

EXHIBIT B

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read 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 CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: DJ Nice (signature) 03-14-12 (date)

Name (printed) David James Nice Title: President

Company: (Legal Registration) Atlantic Beach Clubs Two-Inc.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 1005 Seabreeze Blvd.

City Fort Lauderdale State: FL Zip 33316

Telephone No. 786-423-5330 FAX No. 954-523-5162 Email: david.nice@jetblue.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): NA

Payment Terms (section 1.04): NA Total Bid Discount (section 1.05): NA

Does your firm qualify for MBE or WBE status (section 1.09): MBE NA WBE NA

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. NA Date Issued: NA

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ **NO** X

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances:

NA

revised 6-16-11

CONTRACT COPY

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name Atlantic Beach Clubs Two-Inc.

Proposer agrees to supply the services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Year One:

$ 6250.00 /month x 12 months = $ 75,000.00 / annually
(preferred minimum $2,625.00 per month/ $31,500.00 annually)

Year Two:

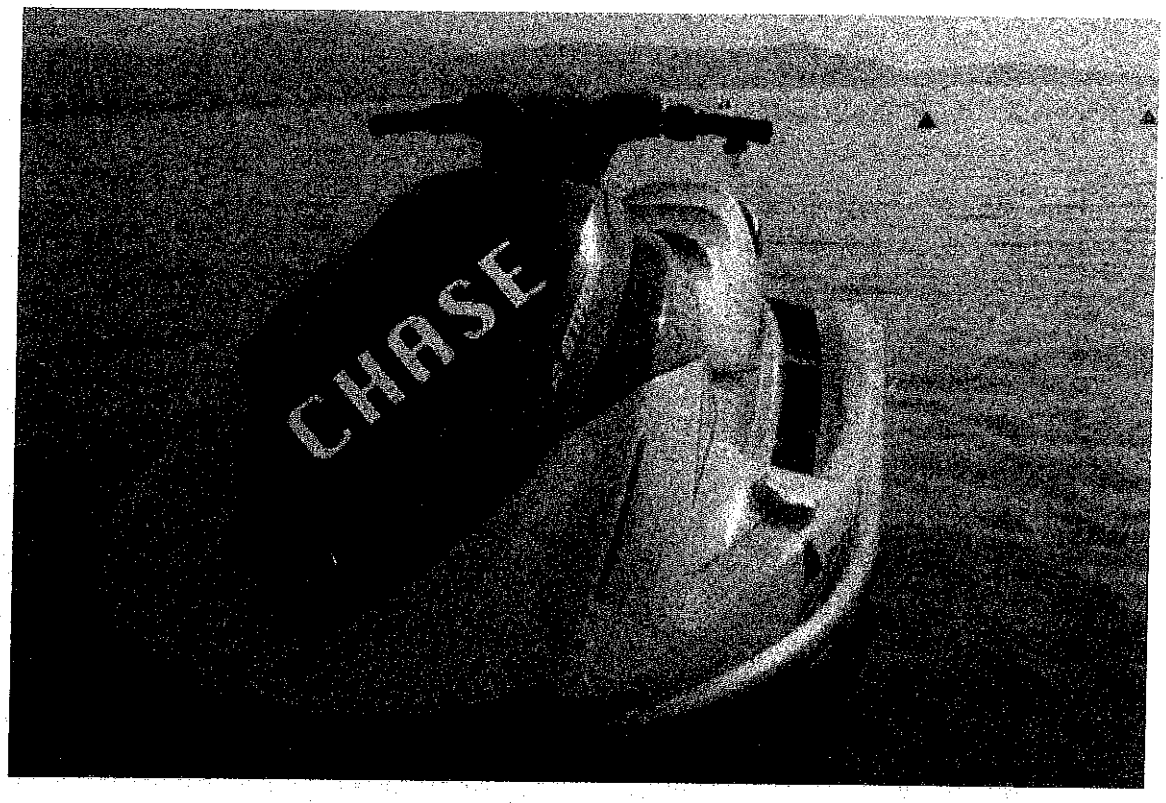
$ 6500.00 /month x 12 months = $ 78,000.00 /annually
(preferred minimum $2,756.25 per month/$33,075.00 annually)

Year Three:

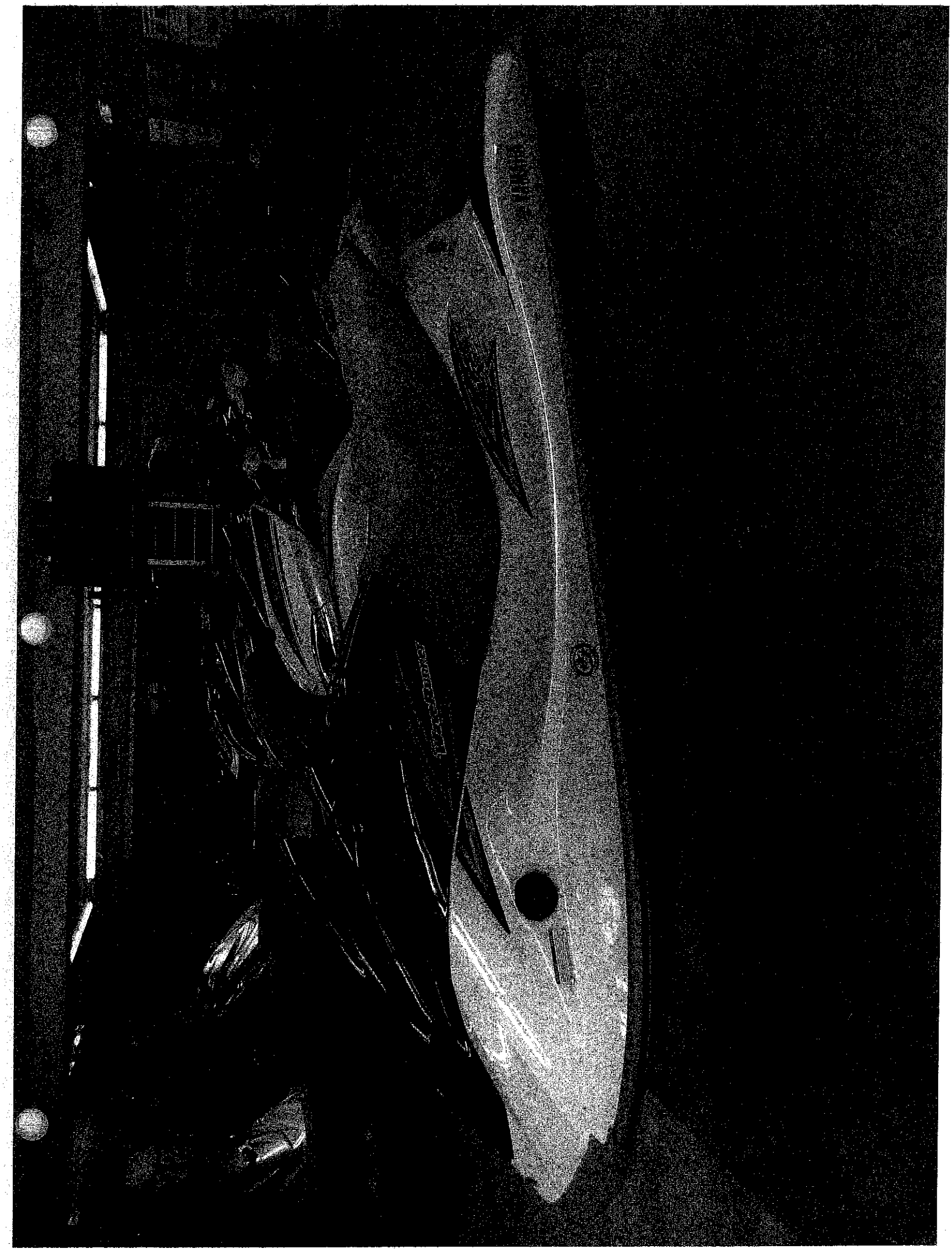
$ 6750.00 /month x 12 months = $ 81,00.00 /annually
(preferred minimum $2,895.00 per month/$34,740.00 annually)

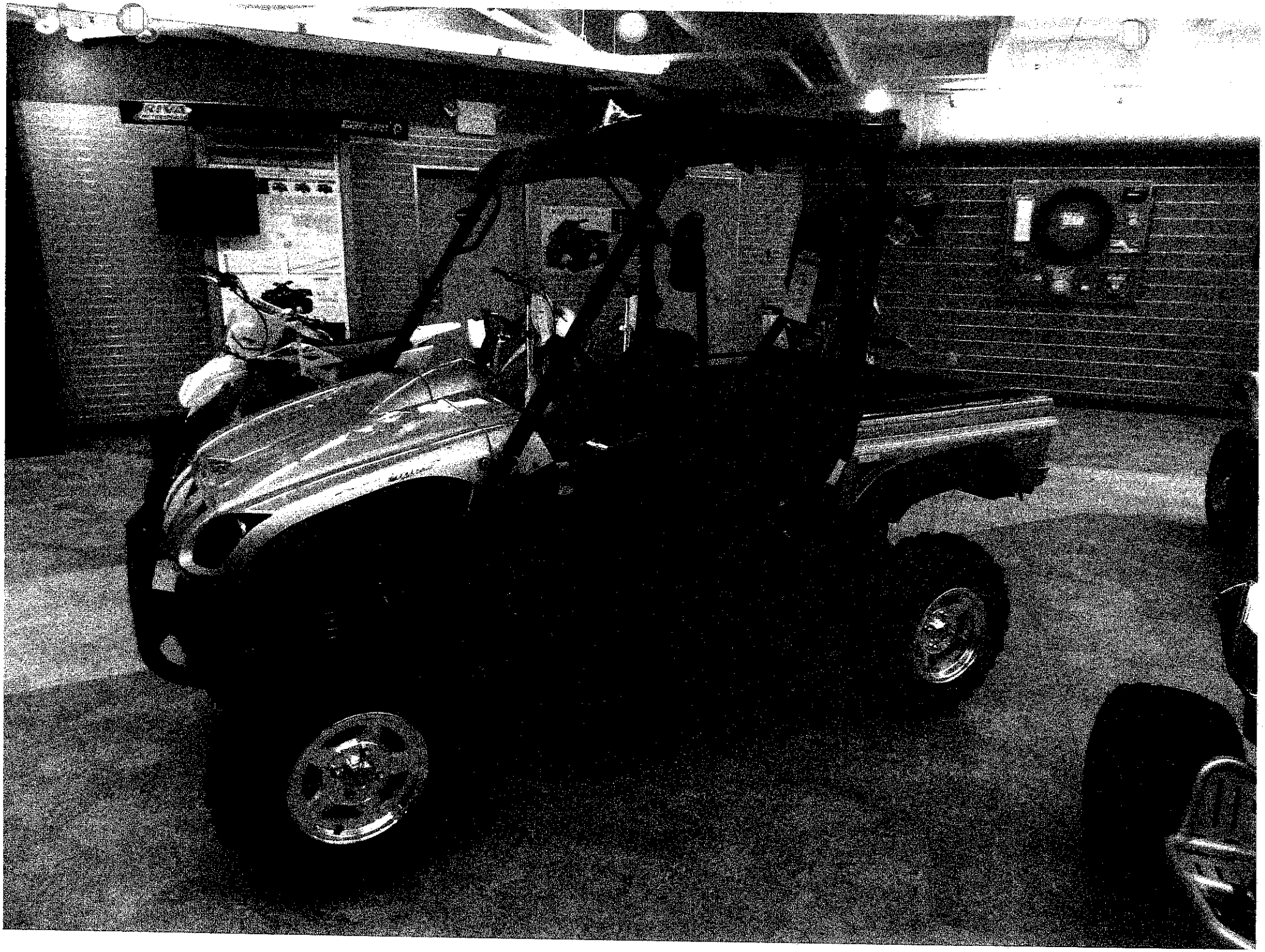
II. List below all equipment that will be utilized for the concession and their current value. List all rental equipment (code with an R), the chase/tow vessels(s) (code with a C), and accessory equipment such as trucks trailers etc (code with an A). Please provide one set of color photographs of equipment for this concession, attached to this proposal section. Proposed markings of equipment must be included in the photographs (see Part IV – Technical Specifications/Scope of Services, Section 06 – Rental Equipment.)

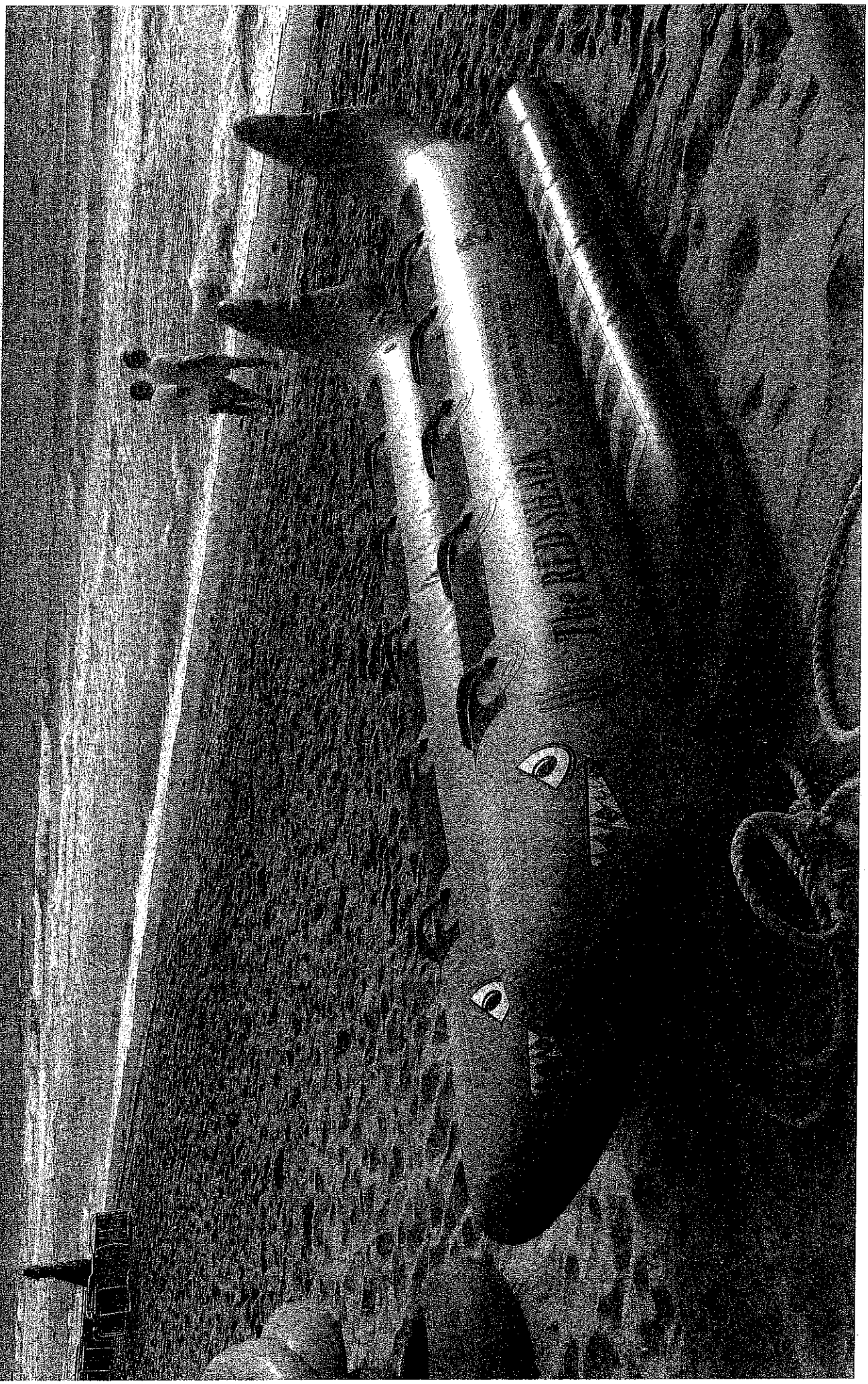
Description	Qty.	Total Value
2012 Yamaha VX-110 Sport (R)	6	$ 48,900.00
2012 Yamaha VX-110 Sport (C)	1	$ 8,150.00
2012 Island Hopper Red Shark 10 pax (R)	1	$ 1969.99
2012 Yamaha Rhine Sport ATV (A)	1	$ 13399.00
2012 Big Foot Wave Runner Trailer (A)	7	$ 5950.00
Marine Locker (A)	3	$ 2550.00

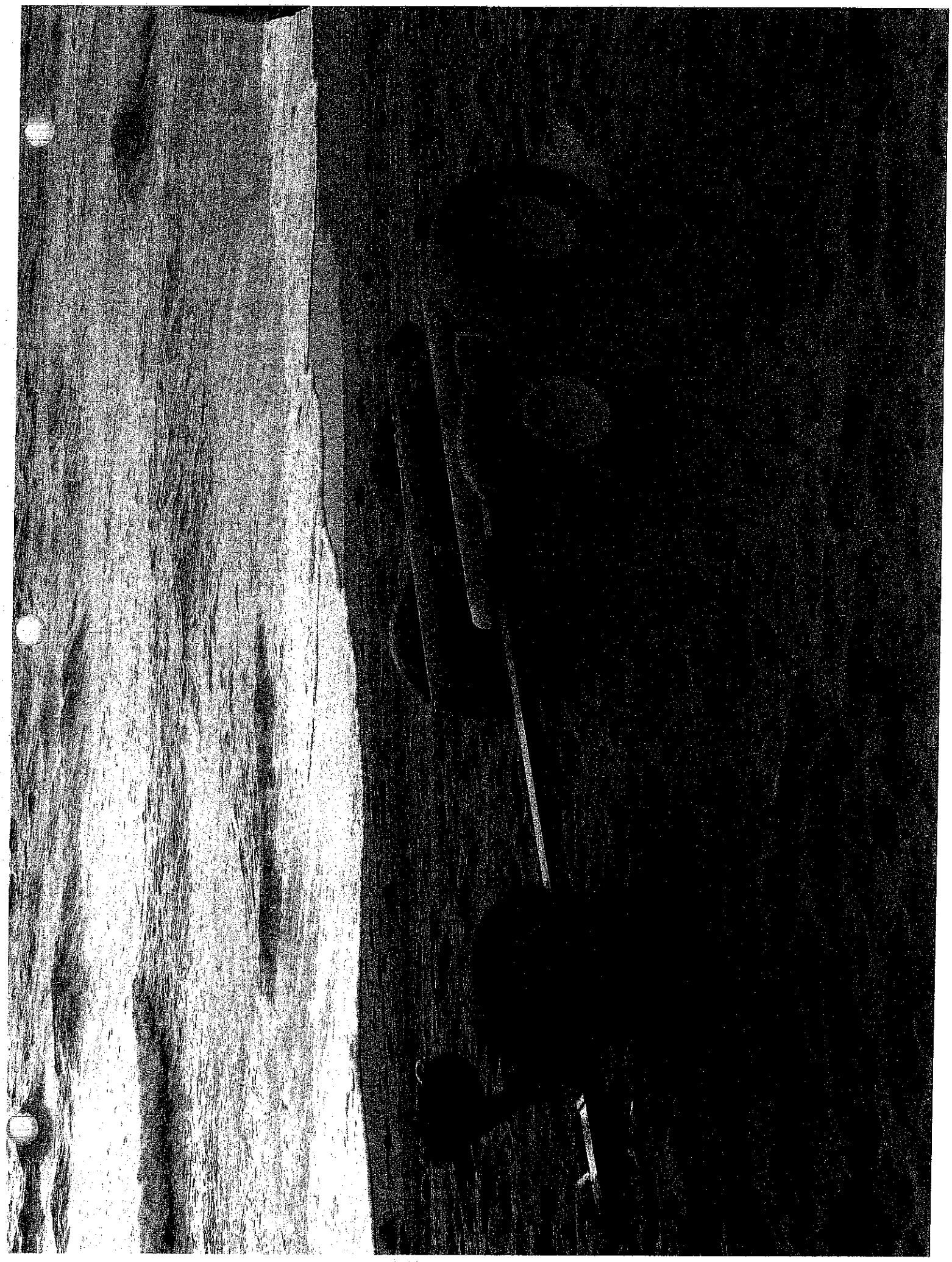

CHASE

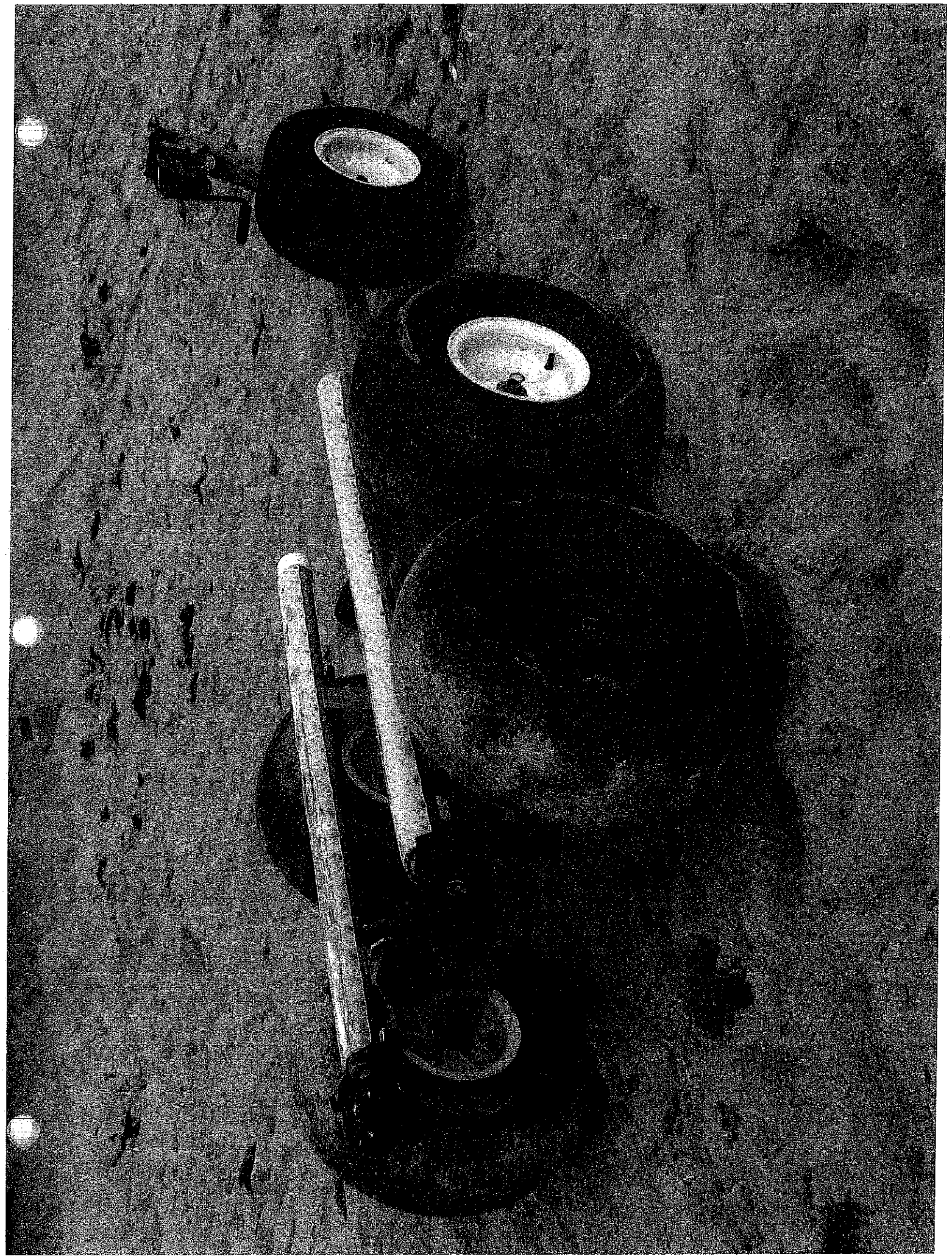
2











Description of equipment	Rental Rate Year 1	Rental Rate Year 2	Rental Rate Year 3
Waverunner per half hour	$ 75.00	$ 75.00	$ 75.00
Waverunner per hour	$ 130.00	$130.00	$130.00
Waverunner per half day	$ 349.00	$ 399.00	$399.00
Waverunner per day	$ 499.00	$549.00	$549.00
Waverunner passenger fee	$ 10.00	$ 10.00	$ 10.00
Banana Boat 20 minute rider per person	$ 25.00	$ 25.00	$ 25.00

(Use additional sheets if necessary)

Security Deposit required for rental of equipment $ None required

PART IX - PROPOSAL PAGES - QUESTIONNAIRE

1. How many calendar days from award of Contract would you need prior to initiating operations?

   __10__ days

2. Prior Experience:

   Number of years experience the proposer has had in providing similar services:

   __14__ years

3. Have you included your Proposal Security with your proposal? __X__ Yes

5. List all contracts currently held for providing similar services. Provide agency name, address, telephone number, contact person and date contract expires. If services provided differs from the one presented in your proposal, please delineate such differences.

   SEE BELOW

6. List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

   SEE BELOW

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE COULD RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF **PROPOSAL PAGES AND ATTACHMENTS.**

Ocean Sky Hotel and Resort
4060 Galt Ocean Drive
Fort Lauderdale, FL. 33308
954-565-6611, Paul Cahaly, Exp. 12-31-12

Jungle Queen
1005 Seabreeze Blvd.
Fort Lauderdale, FL. 33316
954-771-1221, Donna, Exp. month to month lease

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

I. Understanding of the City's needs for the concession and your overall approach to those needs.

II. Your proposed operational plan, including:

A. Concession Area site plan - set up of equipment and welcome station/reception area and storage box. Color photos and specifications of welcome station/reception area and storage box equipment to be used.
B. Daily Beach maintenance plan for concession area
C. Storage plan including on-site and off-site storage and any vehicle usage
D. Hurricane preparedness /evacuation plan for all equipment
E. Written policy and procedure for internal controls to record sales for Concession area(s) income.
F. Concession marketing plans
G. Management and staffing plan: Provide a work plan indicating complete and adequate coverage by personnel/management during all operating hours, include name of manager on duty and names of employees assigned for operating rental equipment and/or giving instructions to patrons regarding the operation of any rental equipment. Indicate manager or personnel who will be the contact liaison with the City. List name, title/position and duties of all personnel assigned to this concession, include a resume or summary of experience and qualifications for personnel assigned to this concession.
H. Currently held certifications and licenses (NASBLA/state approved boating course by proposer and staff to operate motorized watercraft) and currently held memberships in Professional Associations related to Motorized Watercraft activities including but not limited to: Safety Training certifications, AED, CPR, First Aid or other appropriate certifications.
I. Proposed uniform and name-tag for staff, include color photographs and specifications.
J. Proposed safety markers including beach concession logo and color, include color photographs and specifications.
K. Written and verbal pre-rental/pre-ride instructions for operation of watercraft
L. Written and verbal safety briefing for customer instructions on personal floatation device use.
M. Written and verbal rescue protocol for personnel effecting rescues – rescue training protocols and training schedule for personnel assigned to concession.
N. Written policy and procedure for internal controls to record rentals for Concession Area Income. Describe your company's accounting systems, planned frequency of reporting procedures, and management control check and balance systems. Provide a SAMPLE for the types of financial operating reports your company will use for this concession.
O. Any other information that will assist the City in evaluating your proposal.

III. List your proposed rental rates for each contract year. Describe equipment and list proposed rates for an hour, more than an hour, half day, full day and any other rental arrangements.

I Understanding the City's Needs for the Concession and Overall Approach to these Needs

Atlantic Beach Clubs is honored to have the opportunity to submit our proposal for the City of Fort Lauderdale Motorized Watercraft Beach Concession RFP 525-10962.

Atlantic Beach Clubs is proud of its 14 year past and present service to the watersports needs of both residence of and visitors to Fort Lauderdale.

Based upon our experience in the industry, we are well aware of the City's needs for this Concession, as well as the safest and most profitable ways of fulfilling these needs.

We have reviewed this Request for Proposal repeatedly and thoroughly and we believe that our proposal for this beach concession covers all areas of concern to the City of Fort Lauderdale.

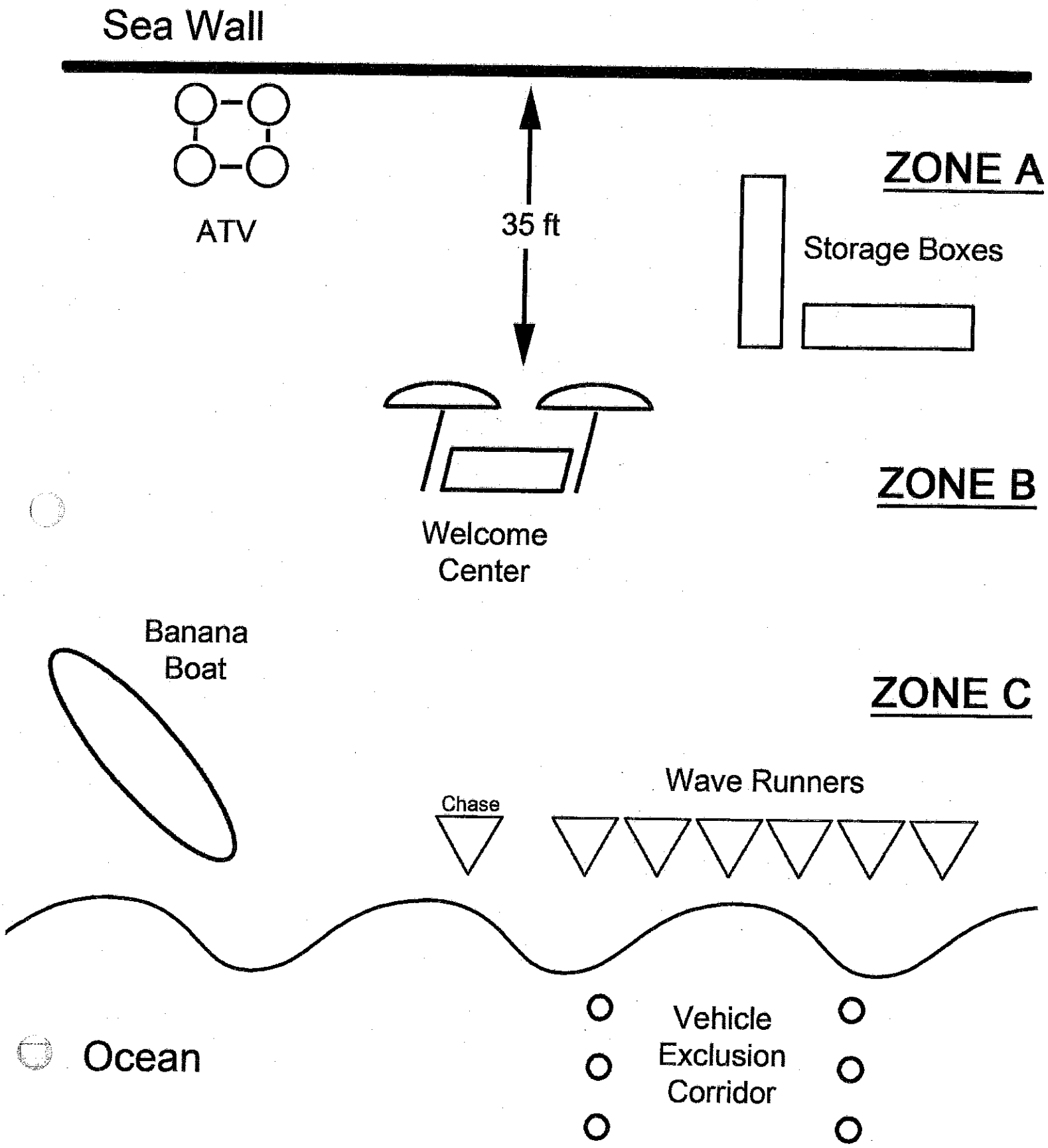
We believe that "actions speak louder than words" and that our history of financial stability, safety record, knowledgeable and dependable personnel and up-to-date and safe equipment allows us to understand the essential needs for safety, professional staff, enjoyable and safe equipment required by the City of Fort Lauderdale.

The City's needs for this concession "dovetails" perfectly into our philosophy and experience in fulfilling those needs.

Altantic Beach Clubs management intends to work with the City every step of the way to ensure that every detail of our plan for the Motorized Watercraft Beach Concession is expanded and executed in a way that will do the City proud.

Our commitment in terms of dollars invested and excellence of personnel, marketing, profitability, equipment and safety procedures are set forth in detail within this Request for Proposal.

Concession Site Plan



A. SET UP OF EQUIPMENT

Time Table and Personnel

Equipment set-up shall be conducted each morning by our manager and attendant. Set up shall begin daily at 9:00 a.m. and the equipment will be fully operational by 10:00 a.m.

Prior to any set up taking place, a Beach Sand Debris Checklist will be utilized by our attendant to ensure the cleanliness of the concession area. See Exhibit "A" to this section. Because safety is our main concern we will first set up our beach safety markers.

Next, we will set up our Welcome Station which will consist of two tables, two umbrellas and three chairs. This equipment will be stored in our marine dock boxes.

Our supervisor will then set up the life jacket station, while the attendant will place orange channel safety zone buoys to mark designated safety channels. After the Welcome Station has been set up, supervisor will place wireless credit card terminal.

Prior to any wave runner being delivered to the beach, it must pass every category of our Wave Runner check list. See Exhibit "B" to this section. Once the wave runners are completely compliant with our checklist, the waver runners, banana boat, and the four wheeler (ATV) will be unlocked and the ATV will tow the trailored wave runners and chase vessel to the shoreline. Upon completion of this task, the ATV and trailers will be taken to the seawall.

The attendant will then retrieve the orange buoys from the dock box while the supervisor completes the Welcome Station set-up by placing the safety paperwork, contracts, and wireless credit card terminal on tables.

At 5:00 p.m., attendant will prepare for the closing of the concession. First, the orange channel safety zone buoys will be retrieved and placed back into the dock box. The wave runners will then be placed on the trailers. The ATV will then bring the wave runners to the sea wall. At this point, the Waver Runner Closing Checklist will be used to make sure each wave runner is in good, clean condition for the next day's operation. See Exhibit "C" to this section. Upon completion of this checklist, the wave runners, banana boat, and ATV will be completely covered and locked. The safety markers will then be picked up and put away. Next the life jacket station will be taken down and the life jackets stored in the dock box.

Finally, the Welcome Station will be broken down for the night and a final Beach Sand Debris Checklist will be utilized by our attendant to ensure the cleanliness of the concession area at the end of the day.

Description of Welcome Station and Specifications

Umbrella:

Size: Standard 7 x 8' rib beach umbrella
Fabric: Sunbrella Marine Grade Fabric or equivalent
Color: Sunbrella Pacific Blue
Insignia: Beach Concession logo design

Table

Size: 6' by 3 ' banquet table
Fabric: Plastic table top with aluminum legs
Color: Tan

Chairs

Standard beach chair
Fabric: Navy blue nylon, with aluminum framing
Color: Navy Blue

Week of: _____

Beach Sand Debris Checklist

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Open							
Zone A							
Zone B							
Zone C							
Close							
Zone A							
Zone B							
Zone C							

Exhibit "A"

Wave Runner Opening

Date:

Day:

Initial

_____ Registration Decal in Place

_____ FL Numbers in Place

_____ Fire Extinguishers

_____ Lanyards and Whistles

_____ Grips in Good Working Order

_____ Oil Checked

_____ Wave Runners Fully Fueled

_____ All Hoses/Connections in Good Order

_____ Rescue Ski Fully Equipped

_____ Waver Runners Clean

Comments/List any Broken Items Here

_____

_____

_____

_____

Exhibit "B"

Wave Runner Closing

Date:

Day:

Initial

_____ Registration Decal in Place

_____ FL Numbers in Place

_____ Fire Extinguishers

_____ Lanyards and Whistles

_____ Grips in Good Working Order

_____ Oil Checked

_____ All Hoses/Connections in Good Order

_____ Wave Runner Exterior Cleaned

_____ Wave Runner Flushed

_____ Wave Runner Interior Hosed

Comments/List any Broken Items Here

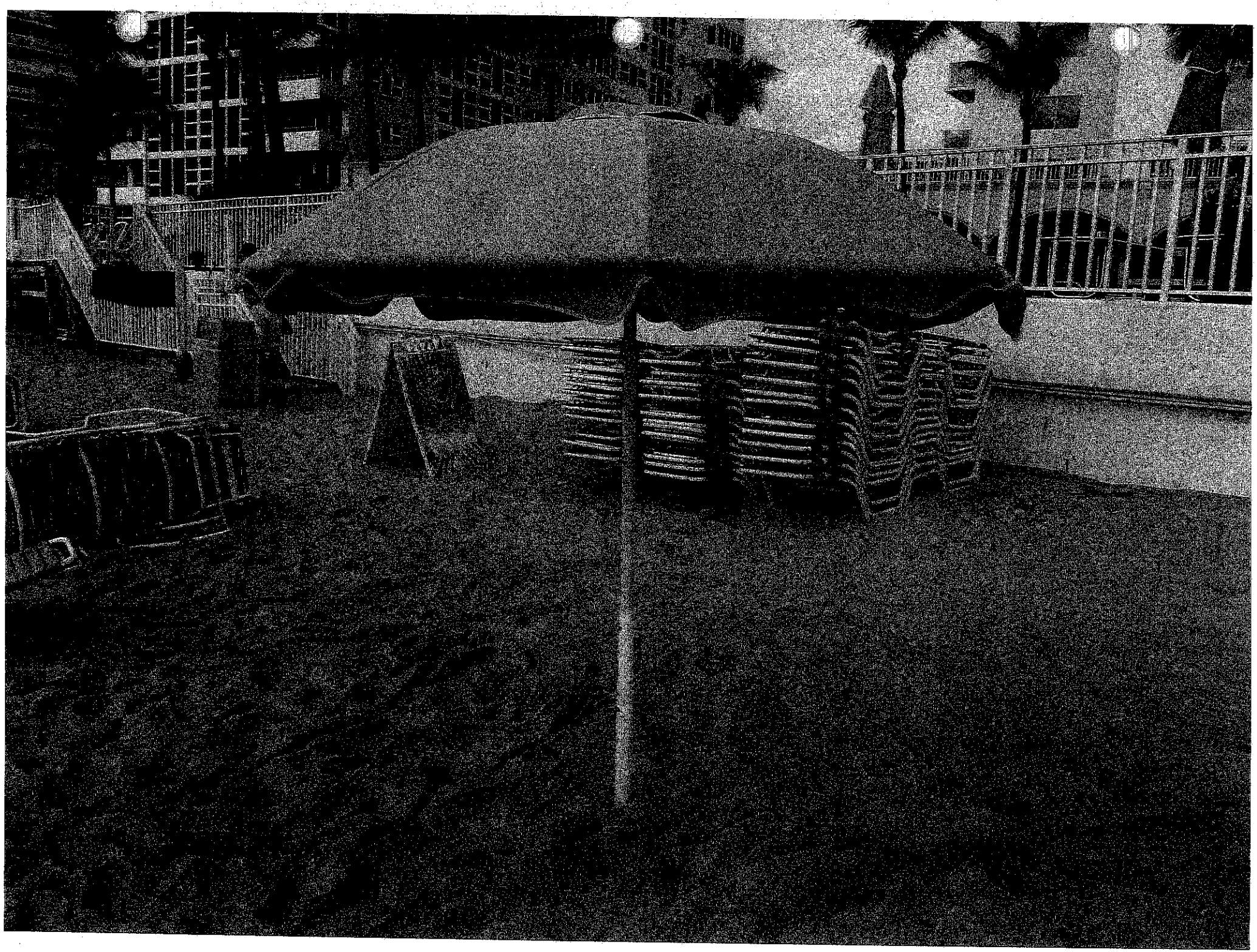
_____

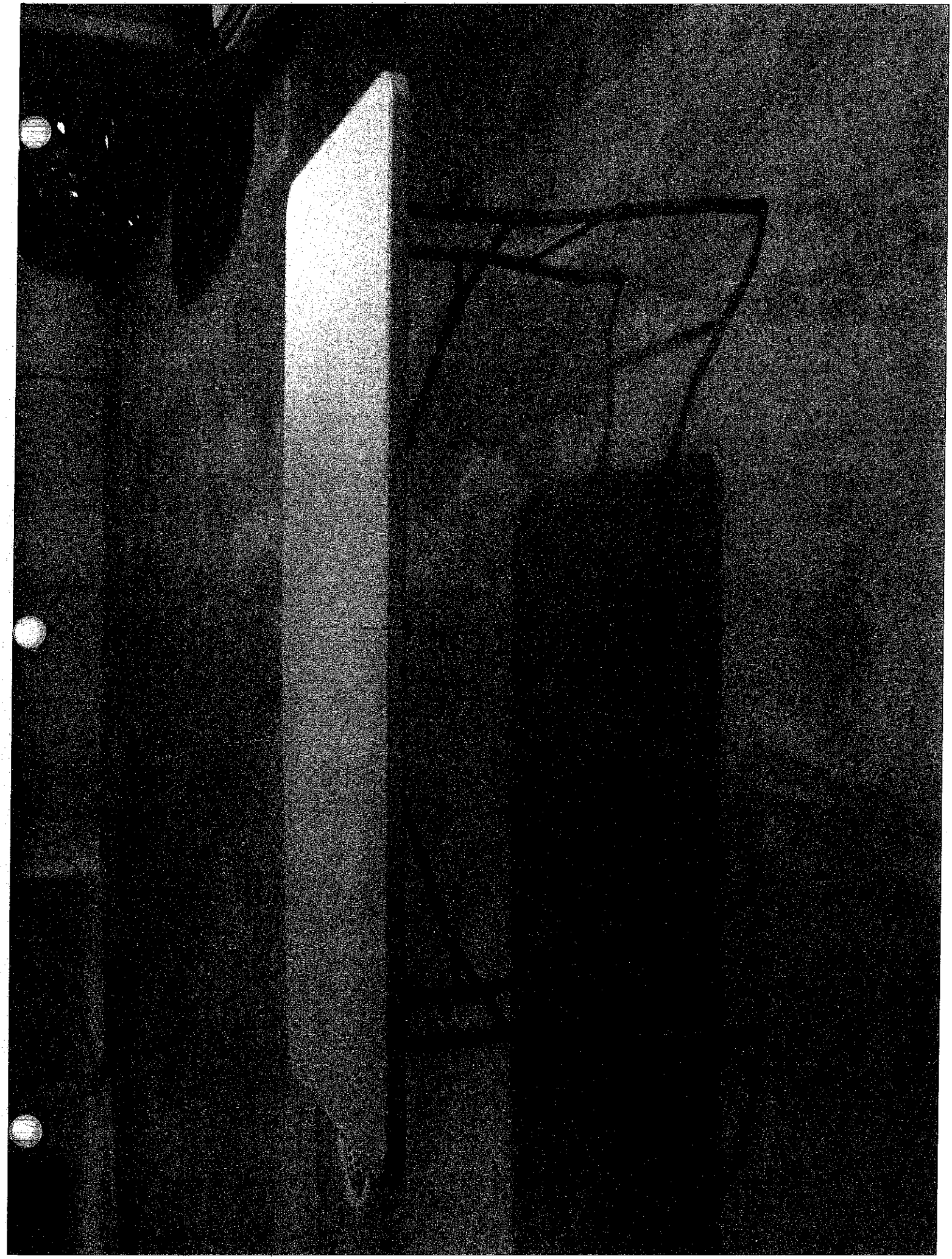
_____

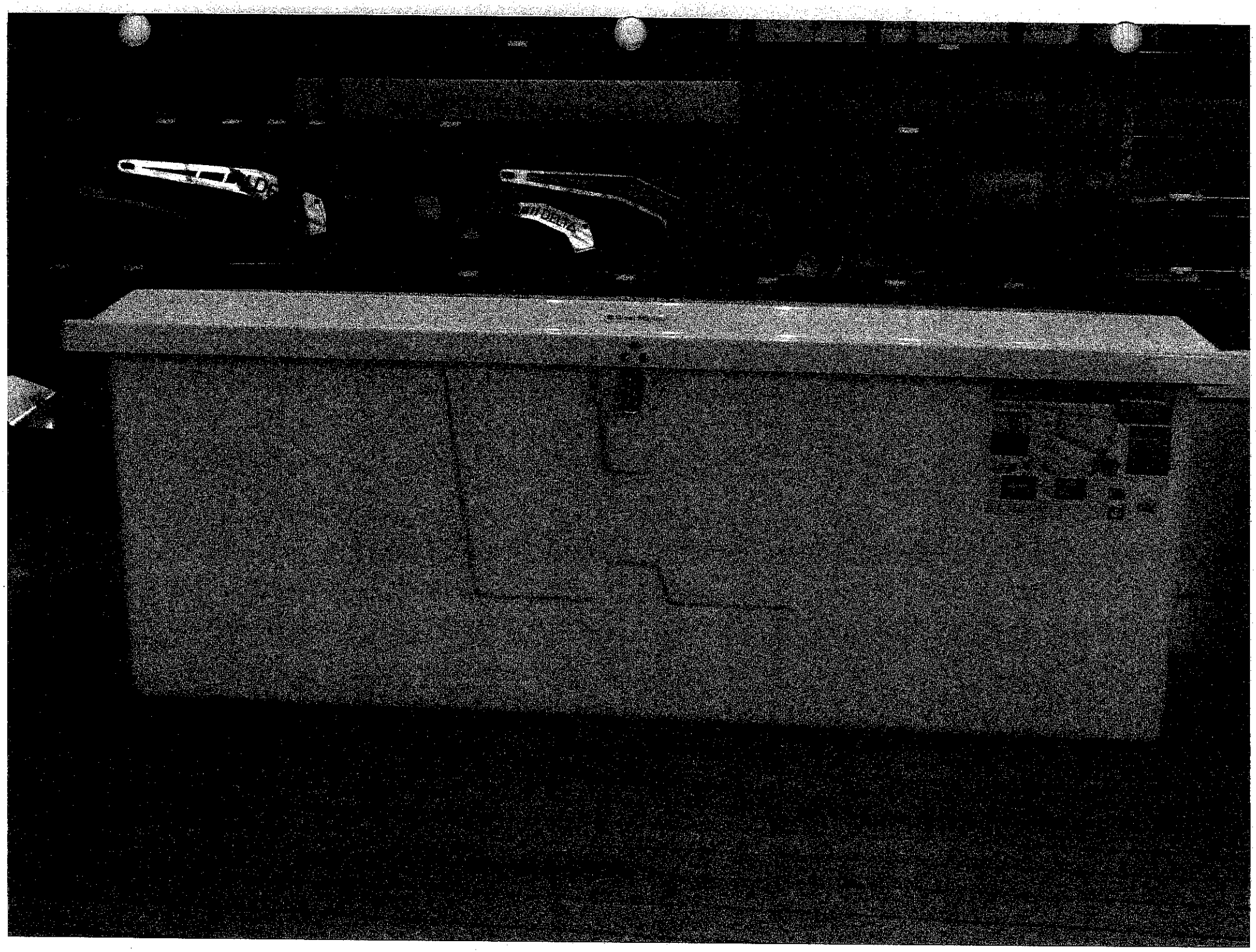
_____

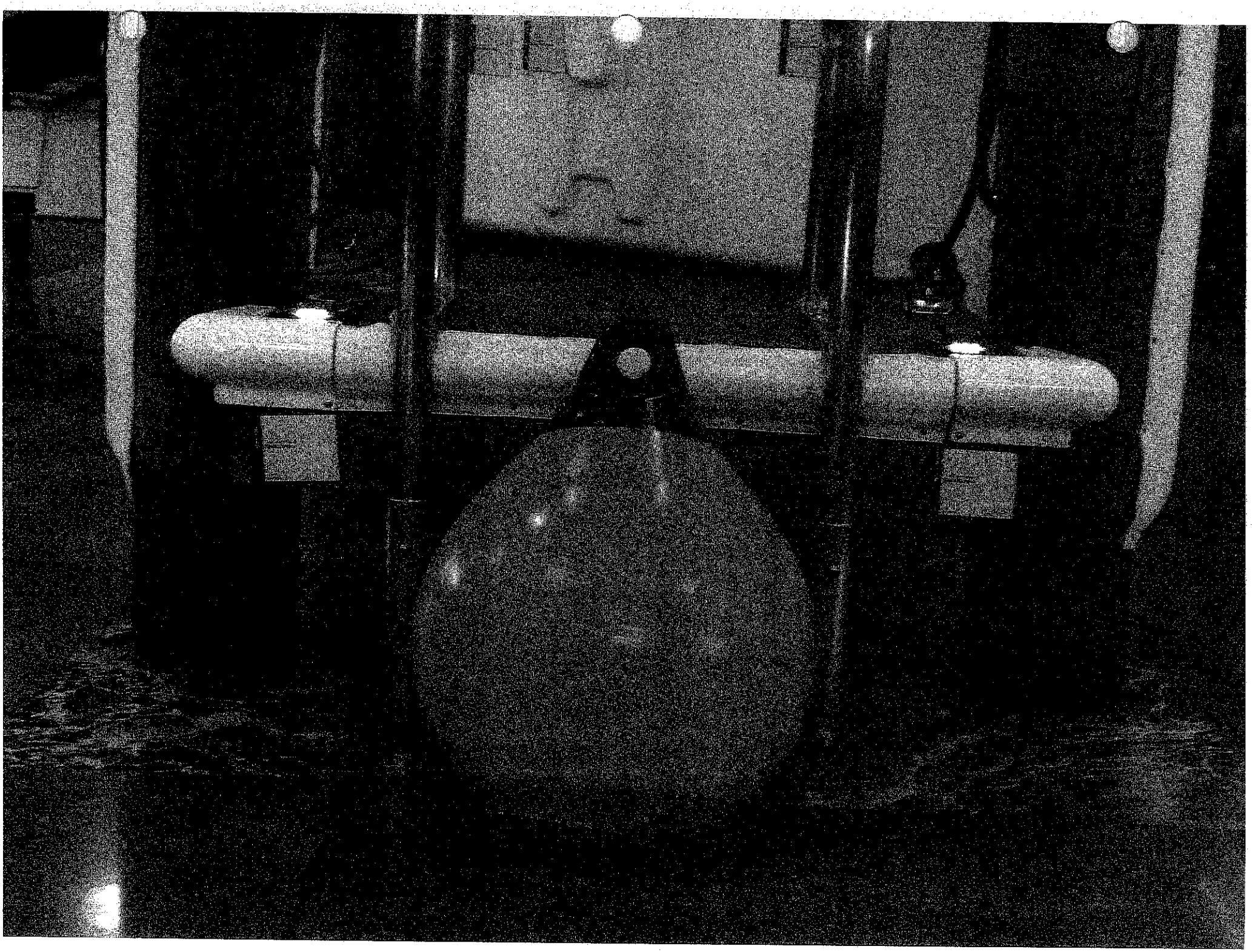
_____

Exhibit "C"









B. DAILY BEACH MAINTENANCE PLAN FOR CONCESSION AREA

While safety is our prime concern, keeping the concession area in a pristine condition is of utmost importance to us since we appreciate the pride that Fort Lauderdale takes in its beaches.

To ensure consistent cleanliness, we have divided the concession area into three zones. Zone 1 is the storage area by the seawall. Zone 2 is the Welcome Station area and Zone 3 is shoreline area.

While our attendant will be responsible for cleaning the concession area during the day, we will use checklists to ensure that the three designated zones of the concession area are closely monitored and cleaned of debris first thing in the morning and the last thing at night. See Exhibit "A" of this section. We have found through our years of experience that the use of checklists assures the accountability of the employee responsible for this task.

As far as the wave runners themselves are concerned, no maintenance will be performed in the concession area. In the event that a wave runner does not pass its daily inspection, all necessary maintenance will be conducted off-site.

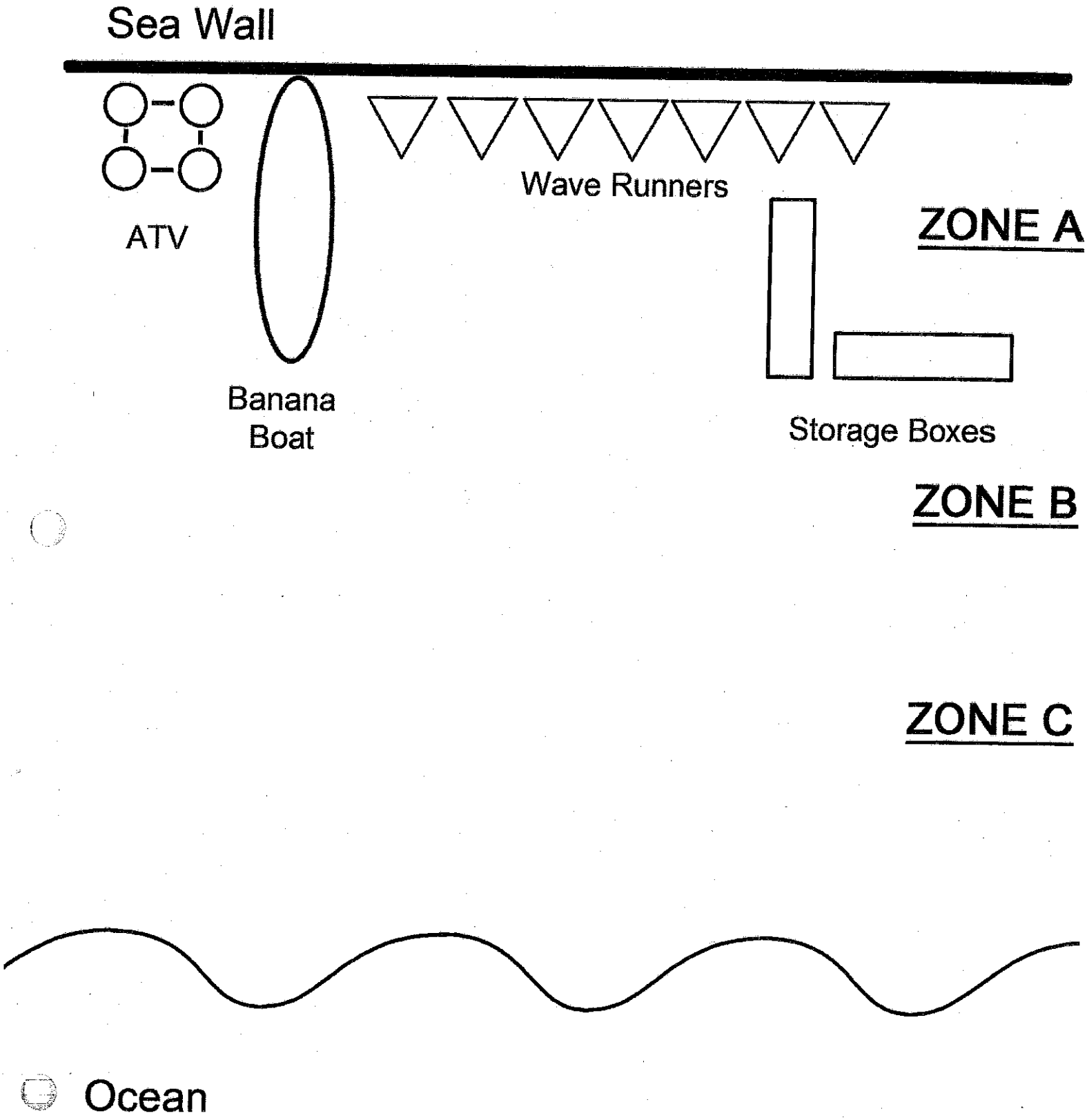
Week of: _____

Beach Sand Debris Checklist

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Open							
Zone A							
Zone B							
Zone C							
Close							
Zone A							
Zone B							
Zone C							

Exhibit "A"

Storage Site Plan



C. STORAGE PLAN INCLUDING ON-SITE AND OFF SITE STORAGE AND ANY VEHICLE USAGE

1. On-Site

A. Contents of Dock Boxes

Orange Channel Safety Zone Buoys, Safety Markers, life vests and life vest station, and Welcome Station will all be stored in the Dock Boxes.

Specification of dock boxes: Taylor made or equivalent (West Marine)

Type: Fiberglass

Color: White

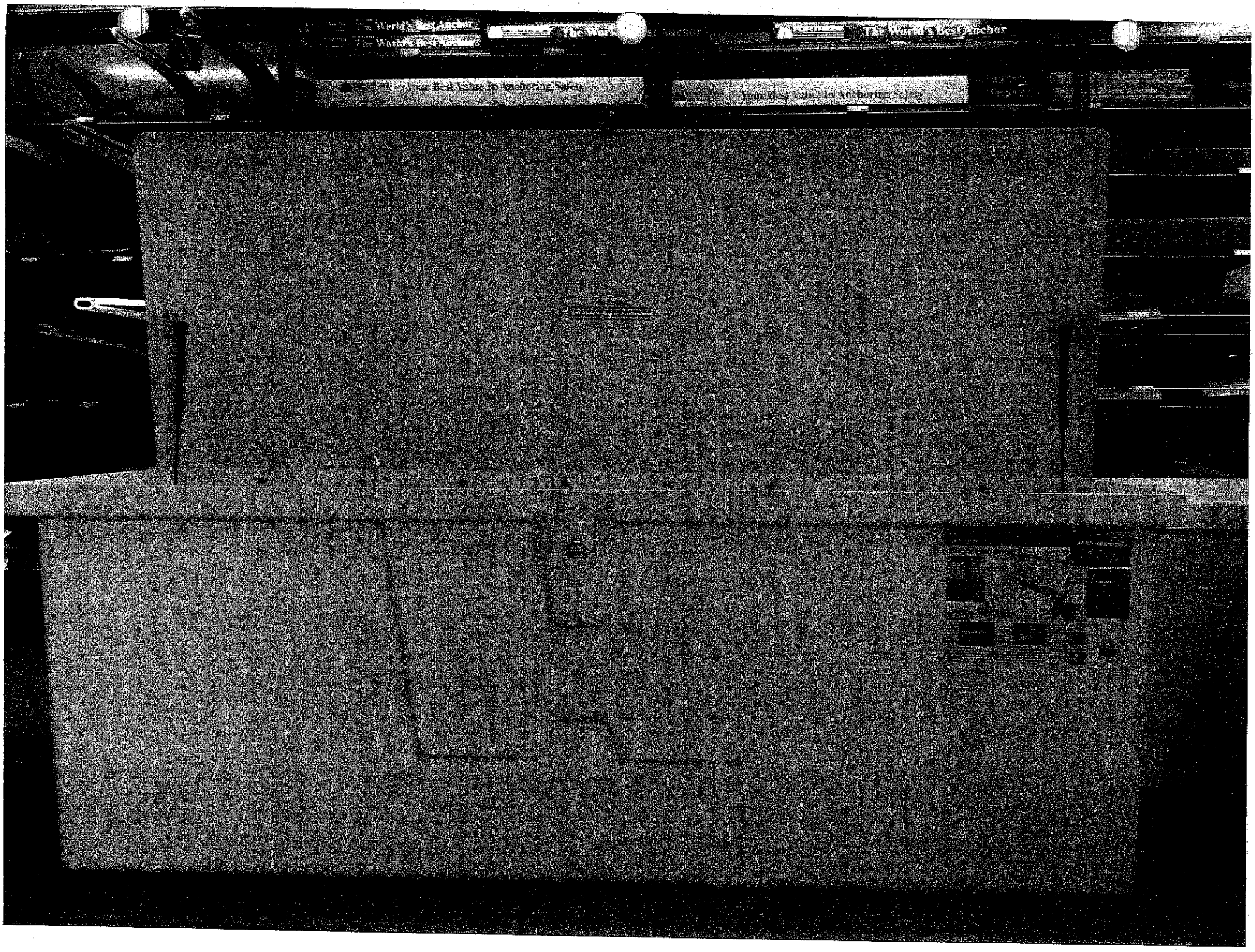
Size: 72 inches wide, 26 inches deep and 27 inches high

B. Sea Wall Storage

The wave runners, banana boat and ATV will be stored next to the seawall as depicted in the storage site plan.

2. Off-Site Storage

Off -site storage shall be at the warehouse located at 519 S.E. 32nd Court, Fort Lauderdale, Florida. The warehouse shall be utilized for service, maintenance, and hurricane storage.


The World's Best Anchor
The World's Best Anchor
The World's Best Anchor
Your Best Value In Anchoring Safety
Your Best Value In Anchoring Safety

D. HURRICANE PREPAREDNESS/EVACUATION PLAN

After twenty years of experience serving South Florida 's beach concession patrons, Atlantic Beach Clubs is well aware that a hurricane can turn the barrier island that forms Fort Lauderdale Beach from an aquatic playground into a dangerous environment.

David Nice, the principal of Atlantic Beach Clubs will be in charge of the Evacuation Team in the event of a hurricane watch going into effect. Besides leading the Evacuation Team, Mr. Nice will be responsible for monitoring information released by the Broward Office of Emergency Management.

Hurricane Task Assignments.

Immediately upon notification by appropriate City authorities, Mr. Nice will have a team of six employees meet Mr. Nice at the beach. In addition, even prior to notification, once Fort Lauderdale is in the projected path of a hurricane, the Evacuation Team will be notified and the Hurricane Task Assignment Checklist will be issued to them. A copy of this Hurricane Task Assignment is attached to this section as Appendix "1".

Safety of Patrons

David Nice will coordinate not only the evacuation of equipment from the beach, but also will be in charge of warning beachgoers of the Hurricane Warning. These warnings will take place from the time that the Evacuation Team arrives at the beach until the evacuation has been completed.

Wave Runners

Our Evacuation team of Employees will be assigned to tow and/or drive the Wave Runners to the 15th Street Marina. At the 15th Street Marina, the wave runners will be loaded on double wave runner trailers and brought to our warehouse for safe storage. (See photograph, Exhibit "A" to this section) This assignment will take no more than 45 minutes.

ATV, banana boat and dock boxes

Our Evacuation team will be also be assigned to utilizing our utility trailer for bringing the ATV, banana boat and dock boxes to our warehouse. This assignment will take no more than 45 minutes.

Emergency Equipment

Atlantic Beach Clubs is well aware that emergencies happen, especially at times when a hurricane threatens. To meet these needs Atlantic Beach Clubs keeps battery operated two way radios, safety glasses, raincoats, flashlights, spare batteries, gloves and, of course, a fully equipped first aid kit.

Preparedness Training

The Hurricane Preparedness/Evacuation Plan shall be reviewed by David Nice with the Evacuation Team at the beginning of each hurricane season and during the season as well in the event that we experience any employee turnover. Team assignments will be updated on a regular basis.

APPENDIX 1

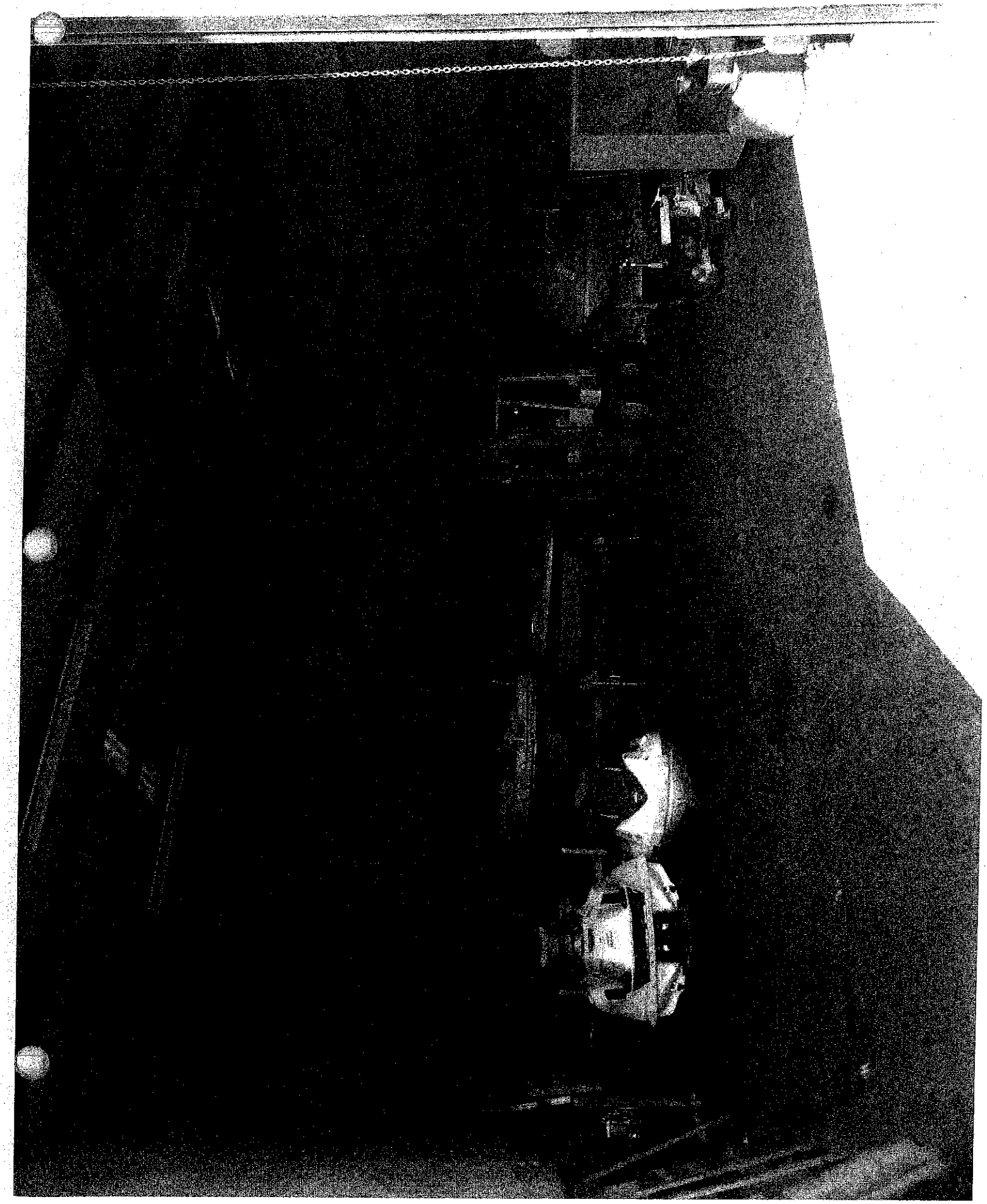
HURRICANE TASK ASSIGNMENTS

Business: _____ Date: _____

( ) Hurricane Watch ( ) Hurricane Warning

Employee Name	Department/ Position	Hurricane Duties And Location	Equipment Required

SHOP



E. Written Policy and Procedure for Internal Control

Once the Welcome Station is set up for the day, the attendant on duty will utilize the Receipts, and Beach and Watersports Services Department Control Sheet (Exhibits "A", and "B", respectively) to maintain internal control of the patrons serviced and the income received.

The supervisor will be responsible for ensuring that a sufficient number of the control documents are at the Welcome Station at the beginning of each day.

Each attendant will attend an Internal Control meeting at the time of employment to ensure that the control documents are completed in an accurate fashion.

The numbered Receipts provide for an original and one copy for each rental contract. In the event that Atlantic Beach Club's proposal is accepted by the city, these Receipts will be changed to include the name of the City. The customer receives a copy of the receipt which contains safety rules. The customer must sign the bottom of the receipt acknowledging that he or she has read and understood the rental contract. The Receipts also must be filled out to record a wide range of necessary information including the customer's name and address, the nature of the equipment, the time in and out of the equipment and the charges for the equipment. Atlantic Beach Clubs will use a wireless credit card terminal that accepts all major credit cards. All customers who use their credit cards for payment must provide Atlantic Beach Clubs with a valid photo identification.

The Beach and Watersports Services Department Control Sheet provides for each and every rental contract executed for each day, together with the amount of the sale and a memo, if necessary, regarding that sale. This is a two-part sheet. One copy will go to the night auditor, while the other copy stays on location for City review.

At the end of the day, the Control Sheet will be signed by the attendant in the space entitled total charges after the amount of the total charges is entered.

Mr. David Nice or his designee will have the responsibility for collecting cash during the day and making sure that the control documents are consistent with each other. Mr. Nice will make daily deposits and keep the deposit slips, together with the control documents for that particular day, together.

Atlantic Beach Clubs shall also maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to the contract with the City. Atlantic Beach Clubs shall keep on the premises true, accurate, and complete records and accounts of all rentals. Systems and procedures used to maintain these records will include a system of internal controls and all accounting records will be maintained in accordance with generally accepted accounting principles and will be open to inspection and audit by the City manager or his or her designee upon 72 hours notice. Such records and accounts will include a breakdown of gross revenue, expenses, and profit and loss statements. Atlantic Beach Clubs will also maintain such other records as would be required by an

independent CPA in order to audit a statement of annual gross revenue and profit and loss statements pursuant to generally accepted accounting principles.

Atlantic Beach Clubs will submit to the City an annual CPA-certified statement of its gross revenue in a form consistent with generally accepted accounting principles. This report will be accompanied by a report from an independent CPA firm. The period covered by the certified statement of gross revenue will coincide with the contract year and will be submitted to the City within sixty) 60) days after the end of each contract year.

No 75155

ATLANTIC BEACH CLUB TWO

4060 GALT OCEAN DR.
FT. LAUDERDALE, FL 33308
(954) 565-6611 EXT 131

DATE _____

NAME _____

RESIDENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

Equipment _____
No. Passengers _____
No. C.G. Cushions _____
Wet Suits _____
Instructor _____

Hotel Room Chg. Only	
Guest I.D. Number	Room Number

Time out _____
E.T.A. _____
Time In _____
Rental Chg. _____
Add'l. Chg.'s _____
Credit Chg. _____
Tax _____
Deposit _____
Total _____

FLORIDA BOAT LAW

Where the boat livery has complied with the regulations governing rental of boat his liability ends and the person renting the boat is liable for any violations of the boating safety law and is personally liable for any accident or injury occurring while in charge of the boat.

The undersigned hereby agrees to pay for any and all damages to said boat, sail, and/or equipment, including attorney's fees resulting from legal action, excepting however, ordinary wear incurred in course of normal operation. Lessee agrees to save, hold harmless and indemnify Lessor against any and all liability or loss whatsoever resulting from use of the rented property.

The undersigned hereby states that he or she is a competent operator for the boat equipment being used during all weather conditions and will stay within the 1/2 mile radius of said location.

OBSERVE THESE RULES

1. Do not operate vessel while under the influence of liquor or narcotics
2. Stay 300 yds. offshore to avoid rudder damage and swimmers.
3. Approach beach "SLOWLY" when returning and only beach boat where launched.
4. You are responsible for property damage caused by your boat.
5. We reserve the right to order the boat back at any time due to recklessness or hazardous handling.
6. The undersigned hereby agrees to pay a $50.00 assistance fee and additional rental time due to capsizing, not adhering to the rules, etc.
7. All boats are rented by the hour, no refund for early return.

I have read and understand the above contract, I have checked the condition of the boat, sail, rigging, rudders, and equipment for damages. I have found the vessel seaworthy for my intended use.

SIGNATURE _____

CUSTOMER COMMENTS

Please fill out after rental and Insert gold copy in customer comment box

Equipment Condition:	Good	Medium	Poor
Instructor Courtesy:	Good	Medium	Poor
Instructor Knowledge:	Good	Medium	Poor

Comments: _____

Exhibit A

BEACH AND WATERSPORTS SERVICES DEPARTMENT CONTROL SHEET

Name ATLANTIC BEACH CLUB Date _____ 2007

Voucher No.	Room No.	Guest Name	Amount	Memo

This report must be sent to Night Auditor by 12 o'clock each night.

Total Charges _____

F. Concession Marketing Strategy

Atlantic Beach Clubs has developed a success marketing strategy during its twenty years in business that it will expand to include the City's concession in the event that the City accepts Atlantic Beach Club's proposal.

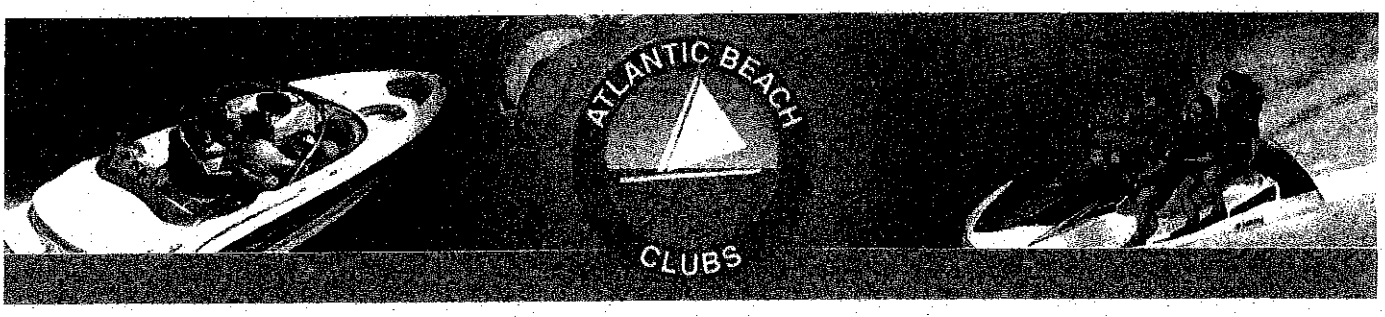
Atlantic Beach Clubs currently has three professionally designed web sites dedicated to the Fort Lauderdale area that it uses to market its services to tourists and residents alike. A copy of the content from one of those websites is attached to this section as Exhibit "A".

In addition, we use flyers that are placed in the CTM rack card displays in over 200 hotels in the Fort Lauderdale area as well as Port Everglades. An example of these flyers is attached to this section as Exhibit "B". The flyer is also used by hotel concierges to refer customers to Atlantic Beach Clubs. Both the name of the customer and the concierge are written on the bottom of the flyer by the concierge. When the hotel customer or concierge calls to use our services, Atlantic Beach Clubs have complimentary pick up and drop off service. A photograph showing our vehicles marketing this free service is attached to this section as Exhibit "C".

To show the appreciation toward the residents of Fort Lauderdale, Atlantic Beach Clubs will offer 10% discounts to residents who present us with valid photographic identification.

To maintain the excellence of our marketing plan, Atlantic Beach Clubs has a marketing director who carefully monitors all aspects of web sites, flyers, and hotel relationships.

Atlantic Beach Clubs understands the importance of combining effective marketing with attractive products and services. All equipment for the concession will be brand new, of the highest quality and appearance.



Jetski Rentals and Tours

Jetski Rentals

Our 2008-2009 Yamaha™ VX110 Waverunner rentals are deluxe models that feature 110 horsepower 4-stroke engines. Each of our 21 jet ski rental units includes side mirrors, speedometers, storage compartments and reverse for backing-up more easily.

A wave runner rental can carry up to 3 people at one time. With the largest Fort Lauderdale jet ski rental area, our designated beach area for rentals boasts a total ride area of approximately 3 square miles. Jetski rental customers depart and return to the same beach area and can rent by the hour or half-hour.

1/2 hour	$65	1 hour	$95

Jetski Tours

Choose from one of our five guided Ft. Lauderdale waverunner tours or customize your own jet ski excursion. Our jet ski tours allow you to cruise Florida's intra-coastal waterway while experiencing nature's beauty in addition to the large homes and mega yachts that you'll see along the way. Your wave runner tour can remain in the intra-coastal waterway, or cruise through the inlet and into the ocean waters! Taking our eco tour through the mangroves by jet ski rental is a great way to search for the infamous manatee. Tour times are customized for customer convenience and satisfaction.

1/2 hour	NA	1 hour	$110

Waverunner Rental Details...

To drive a jet ski rental at Atlantic Beach Clubs II, the renter must be 14 years of age or older. To be a waverunner rental passenger, there are no age restrictions. We provide the Florida boaters safety test at our location for a $3.00 fee.

Your jet ski rental or jetski tour is ready to take you on an adventure!

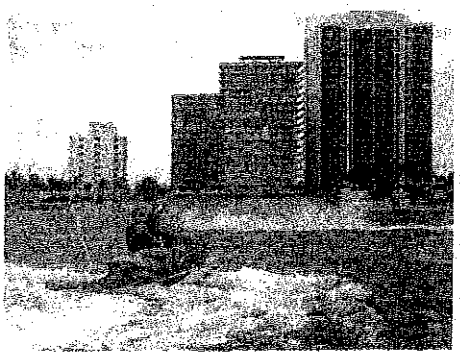
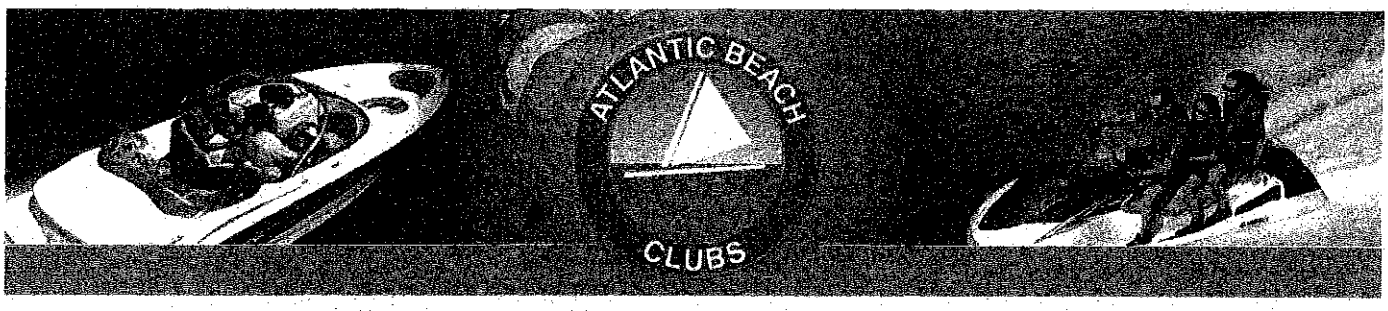


Exhibit A



Boat Rides & Tours

Banana Boat Ride

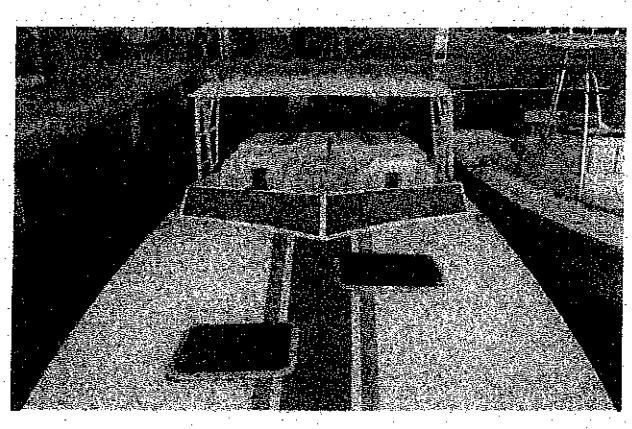
2009 Island Hopper Banana Boat

21' Length **20 Minute Ride** **12 Passenger Capacity**

Less than 6	$25 per person	6 or more	$20 per person

Ride this popular banana boat rental in the ocean or intra-coastal waterway. Often compared to a 20 minute roller coaster ride, the speed of the ride is controlled by passengers signaling to the driver of the boat.

Speed Boat Rides



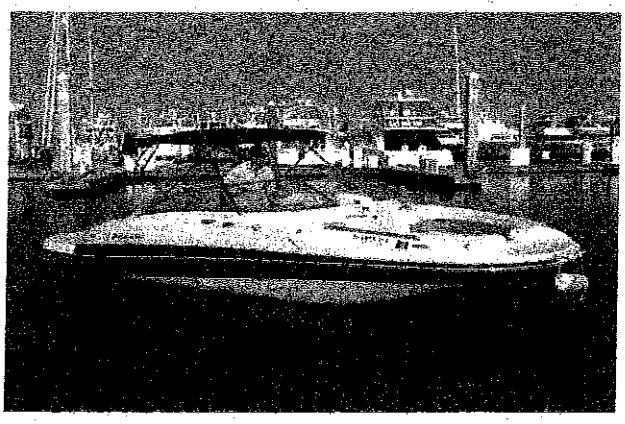
2002 Cigarette 360 Speed Boat Ride

36' Length **1 to 8 Hour Rides** **6 Passenger Capacity**

1-3 hours	$200/hr	4 hours	$499	8 hours	$799

Have an adventure on this thriller speed boat ride and cruise across the water at up to 75 mph. Speedboat rides are customized for each group or charter, and have a minimum length of 1 hour and maximum length of 8 hours. Rates below include up to 6 passengers.

Deck Boat Tours



2004 Four Winns Funship Deck Boat Rental

24' Length **270 hp Inboard/Outboard Motor** **13 Passenger Capacity**

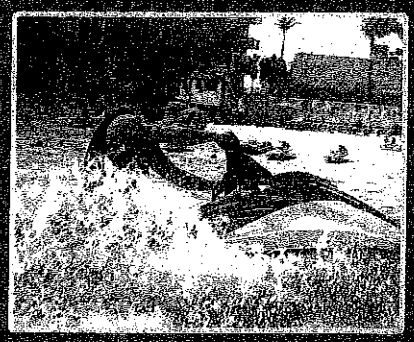
Includes: satellite radio, AM/FM/CD player, portable bathroom, open bow, club seating, dining table, bimini top, fresh water wash-downs, 3 ft swim platform, ladder fore and aft, ice sink with running water

1 hour	$120	4 hours	$399	8 hours	$599

Enjoy a day cruise, night cruise or sunset cruise with up to 13 people on a custom deck boat tour. Choose a tour route that best suits your group and cruise the intra-coastal waterway or the ocean on our pleasure boat.

WAVERUNNERS PARASAIL

CALL ABOUT FREE HOTEL SHUTTLE



RIDE WAVERUNNERS ON THE OCEAN FROM THE BEACH!

FUN FOR THE ENTIRE FAMILY!

CALL TODAY!

786.423.5330

FOR WAVERUNNERS

BANANA BOAT RIDES & OCEAN KAYAKS

Referred By

Customer Name

Free
Waverunner
Pentals

G. Management and Staffing Plan

Complete and Adequate Coverage by Personnel/management during All Operating Hours

The concession will be open seven days a week during the hours of 10:00 a.m. to 5:00 p.m.

David Nice, who is the principal of Atlantic Beach Clubs, will have the responsibility of overseeing all phases of the concession. David is the hands-on supervisor for Atlantic Beach Clubs' present sites and, if Atlantic Beach Clubs is awarded this concession, will be the hands-on supervisor at this concession as well. Mr. Nice has passed the Vessel Livery Operator's Course and Test. Mr. Nice also possesses the NASBLA Approved Boating Safety Card.

Anthony Mariano is the manager of Atlantic Beach Clubs, serving under David Nice. Anthony's experience includes being a personal watercraft rescue operator and holds a certificate of achievement having successfully completed a 40 hour course, United States Lifesaving Association Fort Lauderdale Ocean Rescue Surf Lifesaving Academy. Mr. Mariano also has successfully completed the National Safety Council NSC CPR Course and NSC First Aid Course as a First Responder. Mr. Mariano also possesses the NASBLA Approved Boating Safety Card.

Michael Slotnick will serve as assistant manager under Anthony Mariano. Michael's extensive background and licensure includes a 100 ton Captain's License, the completion of the Able Bodied Seaman Course, Elementary First Aid and CPR, the Medical Care Person in Charge course, Medical Care Provider Course and has passed Personal Safety and has passed the Social Responsibility Course. Michael is a registered member of the Coast Guard recognized APCA Drug Consortium. Mr. Slotnick also possesses the NASBLA Approved Boating Safety Card.

Attendants

The employees who will be assigned for operating the equipment and/or giving instructions to patrons regarding the operation of the rental equipment are our attendants Osmany Hernandez and Francis Mariano. Besides his experience with water sports concessions, Osmany also holds a boat captain's license and is current in his requirements as an emergency medical technician ("EMT) and first aid and possesses the NASBLA Approved Boating Safety Card. Francis Mariano also possesses the NASBLA Approved Boating Safety Card.

Contact Liaison with City

David Nice will be the manager who will be the liaison of Atlantic Beach Clubs with the City of Fort Lauderdale.

Resumes

Resumes of all personnel assigned to this concession are attached to this section as Exhibits "A" through "E "

DAVID J NICE

101 S Fort Lauderdale Beach Blvd # 1506 Fort Lauderdale Florida 33316

Education

* LeTourneau University — 1990 to 1994
  - BS Aviation Technology
  - Minor Professional Flight
  - Airframe and PowerPlant Mechanic Licenses

Marine and Aviation Professional Experience

* Owner/Operator - Atlantic Beach Clubs II Inc. — 2000 to Present
  - Contracted with Ocean Sky Hotel and Resort to manage recreational facilities on hotel beach property.
  - Operations include waverunner rentals and banana boating.
* Pilot - JetBlue Airways Inc — 2001 to Present
  - Captain on Airbus 320
* Owner/Operator - WaveBlast WaterSports II Inc. — 1998 to 2002
  - Contracted with Ramada Paradise Beach Hotel to manage recreational facilities on hotel beach property.
* Owner/Operator - JetSki of Miami WaterSports — 1998 to 2002
  - Contracted with Miami Beach Marina to establish a new location to perform waverunner tours in Miami.
* Pilot - TransMeridian Airlines — 1998 to 2000
  - Captain on Airbus 320
  - First Officer B-727

Summary

* Goal oriented and motivated professional seeking long term relationship with City of Fort Lauderdale to own and operate beach concession on Fort Lauderdale beach.

Michael H. Slotnick

3009 Lake Forest Dr. Greensboro, NC 27408
336.478.5052; mikeyfish@rocketmail.com

Non-smoker
Social Drinker
Drug-Free

Education & Professional Training

2006-7, 2010-11 Maritime Professional Training, Fort Lauderdale, FL

Licenses & Qualifications

- 100 ton Masters
- Commercial Assistance Towing
- STCW 95
- AB Unlimited
- OICNW
- Advance Firefighting
- Proficiency in Survival Craft & Rescue Boats
- Bridge Resource Management
- Medical Care Provider
- Medical Care Person in Charge
- Automatic Radar Plotting Aids
- Rader Observer Unlimited
- Marlinespike Seamanship
- FCC Marine Radio Operator permit
- TWIC card

Work Experience

2011 **Captain/Mate Commercial Fishing** Southern Lady F/V, Florida

2011 **Private Boat Deliveries** Florida

2008-2010 **Sport Fishing Captain** Blue Heaven F/V, Florida

- Voyage Planning
- Watches
- Maintained vessel integrity
- Frequent engine room checks & necessary repair work

2006-2007 **Parasail Captain** Caribbean Water Sports, St. Thomas, USVI

- Responsible for the well being of 50-100 parasail participants a day.
- Frequent engine room checks & necessary repair work
- Maintained vessel integrity

2001-2006 **1st Mate Commercial Long Liner** Southern Lady F/V, West Palm, Florida

- Ran daily operations on vessel for 2-4 week trips.
- Watches
- Maintained vessel integrity
- Frequent engine room checks & necessary repair work

Michael H. Slotnick References:

Rick Ross
Owner/CEO Offshore Harvesters
West Palm Beach, FL
561.818.1183

Steve Swindal
Owner/CEO of Fishing Vessel Blue Heaven
Tampa, FL
813.334.7585

Lee Shapley
Parasail Captain/Captain who trained me
Marathon, FL
843.513.9155

Michael Corbosiero
Captain
Boca Raton, FL
813.546.0384

Anthony Mariano
Fort Lauderdale, FL.

Responsibilities on this project:
Project Manager

Experience and Licenses

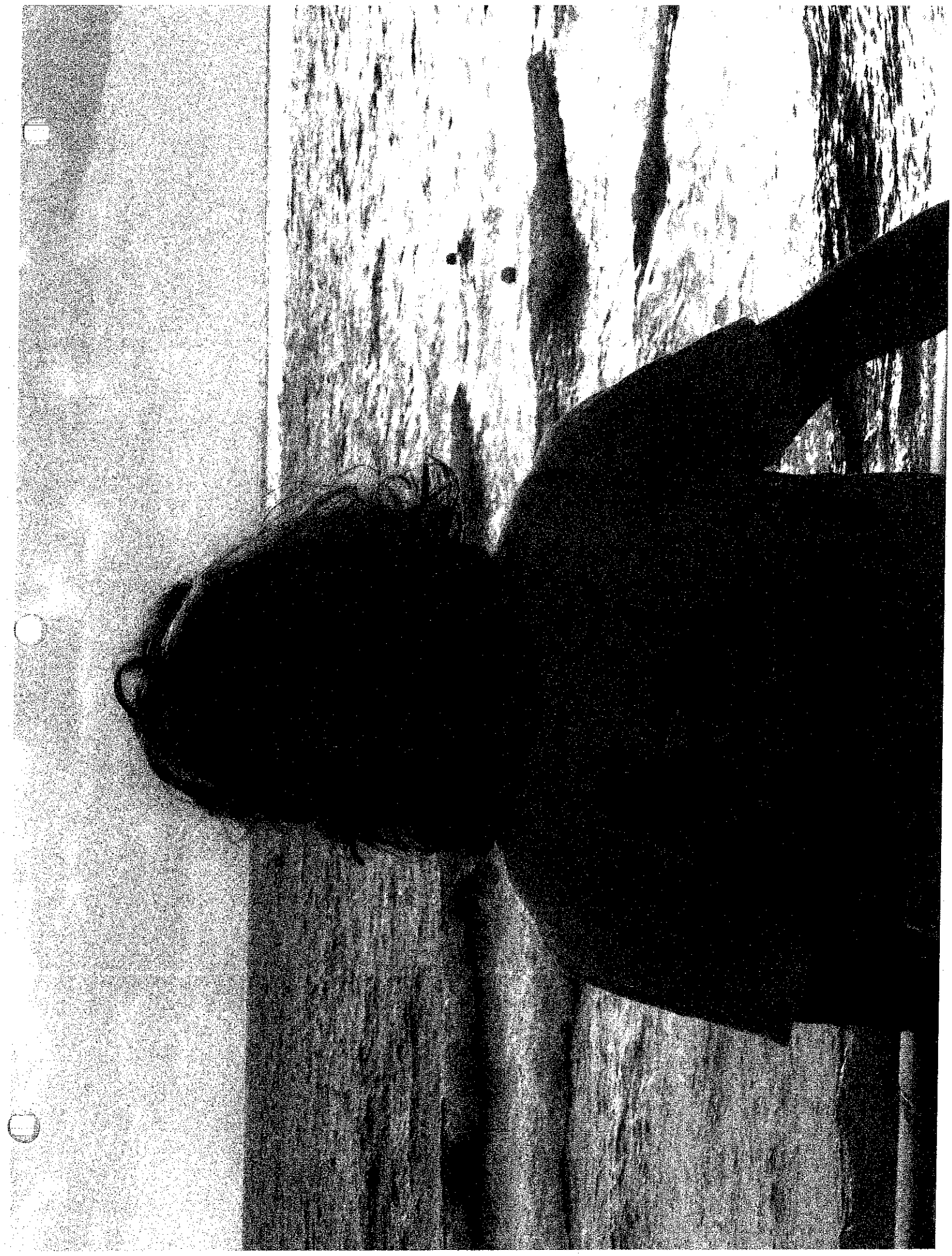
- Atlantic Beach Clubs Two-Inc. 2010-present
- Pelican Grand 2009-2010
- BC Surf and Sport 2007
- Hang Loose Surf School 2008
- NSC First Responder/BLS/First Aid/CPR
- American Red Cross Lifeguard
- Personal Watercraft Rescue Operator

Responsibilities

- Responsible for maintaining checklist accuracy
- Supervise all operations
- Brief guests on safety instructions
- Manage concession site
- Oversee attendants
- Greet guests

Education

- Fort Lauderdale High School, Fort Lauderdale, FL.



Francis Mariano
400 S.E. 3rd Ave. Pompano, FL. 33060
(954) 401-0722
Bagga68@aol.com

Responsibilities on this project:
Watercraft Attendant,
Reports to: Anthony Mariano

Experience and Licenses

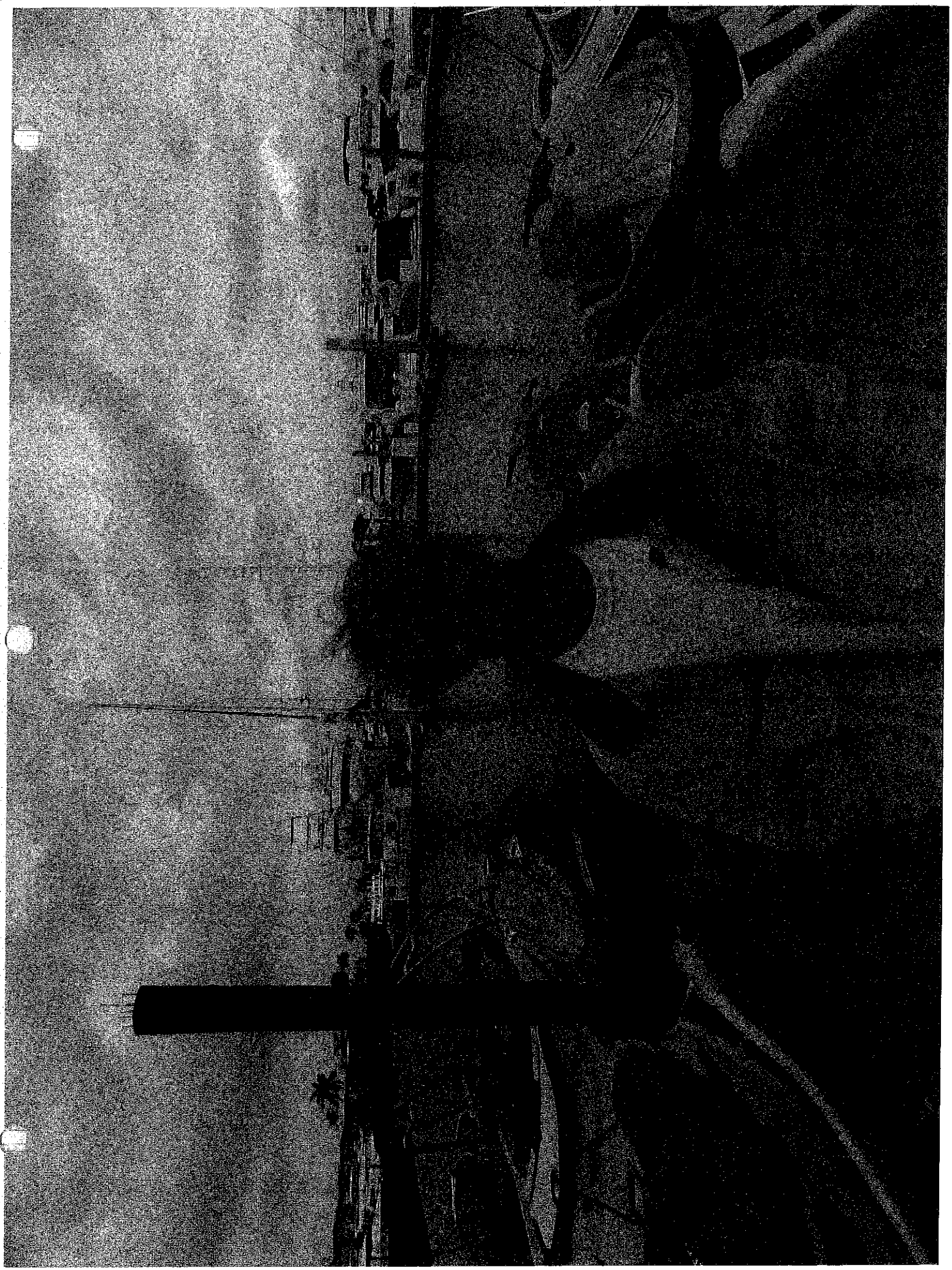
- Lifetime boating experience including driving boats
- Atlantic Beach Clubs Two-Inc. 2010-present
- Boaters Education Course

Responsibilities

- Brief guests on safety instructions
- Setup concession site
- Greet guests
- Provide safety instructions
- Rent watersport services

Education

- Fort Lauderdale High School, Fort Lauderdale, FL.



Osmany Hernandez
Miami, FL.
305-305-5427

Responsibilities on this project:
Watercraft Attendant,
Reports to: Anthony Mariano

Experience and Licenses

- Lifetime boating experience including driving boats
- Atlantic Beach Clubs Two-Inc. 2010-present
- Jungle Queen. July 2009-May 2010
- Captain's License
- Boaters Education Course
- EMT/CPR/First Aid Certified

Responsibilities

- Brief guests on safety instructions
- Setup concession site
- Greet guests
- Provide safety instructions
- Rent watersport services

Education

- Cypress Bay High School, Weston, FL.
- Paramedic School, EMT Certificate

H. CURRENTLY HELD CERTIFICATIONS AND LICENSES AND CURRENTLY HELD MEMBERSHIPS

David Nice- Supervisor

1. NASBLA Approved Florida Safe Boating Course

2. Certificate of Completion Vessel Livery Operator's on Line Course and Test

Anthony Mariano-Manager

1. Certificate of achievement having successfully completed a 40 hour course, United States Lifesaving Association Fort Lauderdale Ocean Rescue Surf Lifesaving Academy

2. The National Safety Council NSC CPR Course

3. The National Safety Council NSC First Aid Course as a First Responder

4. NASBLA Approved Boating Safety Card

Michael Slotnick – Assistant Manager

1.100 ton Captain's License

2. Completion of the Able Bodied Seaman Course

3. Elementary First Aid and CPR

4. Completion of Medical Care Person in Charge course

5. Completion of Medical Care Provider Course

6. Completed Personal Safety and Social Responsibility Course.

7. Registered member of the Coast Guard recognized APCA Drug Consortium.

Osmany Hernandez- Attendant

1. Boat captain's license

2. Emergency medical technician ("EMT) and first aid

3. NASBLA Approved Boating Safety Card

Francis Mariano- Attendant

1. NASBLA Approved Boating Safety Card

VESSEL LIVERY OPERATOR'S ON-LINE COURSE AND TEST

Certificate of Completion
Awarded to:

DAVID J NICE

ATLANTIC BEACH CLUB II

The Florida Fish and Wildlife Conservation Commission would like to thank you for your participation in the on-line course and test and for your contribution toward safe boating in Florida.

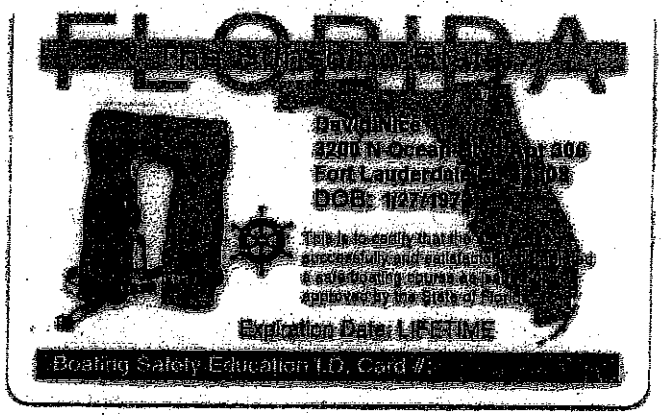
August 20, 2008

BOATING and Waterways

Captain Richard Moore
Florida Boating Law Administrator
Boating and Waterways Section

Shelly Gurr
Program Coordinator
Temporary Certificate Program

**The Florida Fish and Wildlife Conservation Commission does not "Certify" the person listed above.
This completion certificate only states that he or she has completed a course in basic livery operation and state legal requirements.


FLORIDA
Expiration Date: LIFETIME
Boating Safety Education I.D. Card #:

CERTIFICATE OF

ACHIEVEMENT

THIS IS TO CERTIFY THAT

ANTHONY MARIANO

HAS SUCCESSFULLY COMPLETED ALL COURSE REQUIREMENTS OF THE 40-HOUR

UNITED STATES LIFESAVING ASSOCIATION
FORT LAUDERDALE OCEAN RESCUE
SURF LIFESAVING ACADEMY

(INCLUDING A 500-METER SWIM, OVER A MEASURED COURSE IN 10 MINUTES OR LESS.)

THE ACADEMY WAS CONDUCTED UNDER THE TUTILAGE OF INSTRUCTORS KEN SULLIVAN AND MITCH MCCRADY,

IN FORT LAUDERDALE, FLORIDA

NOVEMBER 23RD, 2011

THIS CERTIFICATION REMAINS CURRENT WITH 16 HOURS OF ANNUAL RECURRENT TRAINING

Lt. James Hamilton McCrady V

REGIONAL SURF LIFESAVING ACADEMIES DIRECTOR & USLA TRAINING OFFICER INSTRUCTOR

CERTIFICATE OF

ACHIEVEMENT

THIS IS TO CERTIFY THAT

ANTHONY MARIANO

has successfully completed a 40-hour course that meets or exceeds the standards recommended in the United States Lifesaving Association's "Training and Equipment Guidelines for Rescuers Using Personal Watercraft as a Rescue Tool," and is recognized by the

UNITED STATES LIFESAVING ASSOCIATION SOUTHEAST REGION

AS A REGISTERED

PERSONAL WATERCRAFT RESCUE OPERATOR

(THIS COURSE INCLUDED A 500-METER SWIM, OVER A MEASURED COURSE, IN 10 MINUTES OR LESS.)

THE ACADEMY WAS CONDUCTED IN POMPANO BEACH, FLORIDA

JANUARY 10TH-13TH, 2012

Lt. James Hamilton McCrady V

USLA SER SURF LIFESAVING ACADEMIES DIRECTOR
JAMES HAMILTON MCCRADY V

USLA SER PWC RESCUE OPERATOR LEAD INSTRUCTOR
GLEN KUEHNER

Southeast Region

More life-saving courses from NSC
- NSC First Aid, CPR & AED
- NSC First Aid
- NSC Bloodborne & Airborne Pathogens

NSC—in it for life™ nsc.org/fatraining

Security Control No. 420990

Anthony Mariano

has completed the

NSC CPR Course

Basic Life Support

Training Center: Safety & Rescue Training, LLC

Completion Date: 5/25/11

Expires: 5/25/13

Instructional Hours: 8

Instructor Signature

1003870

Instructor No.

Keep this card for your records. Void if reproduced.

262M1110 73178-0000 Printed in the USA 82980

More life-saving courses from NSC
- NSC First Aid, CPR & AED
- NSC CPR & AED
- NSC Bloodborne & Airborne Pathogens

NSC—in it for life™ nsc.org/fatraining

Security Control No. 365459

Anthony Mariano

has completed the

NSC First Aid Course

First Responder

Training Center: Safety & Rescue Training, LLC

Completion Date: 5/25/11

Expires: 5/25/14 Recommended Refresher

Instructional Hours: 40

Instructor Signature

1003870

Instructor No.

Keep this card for your records. Void if reproduced.

275M1110 73177-0000 Printed in the USA 82979

American Red Cross

This recognizes that
Anthony Mariano
has completed the requirements for
Lifeguard Training and First Aid
conducted by
Ft. Lauderdale Aquatic Complex

Date Completed 8/27/2010

The American Red Cross recognizes this certificate as valid for 3 year(s) from completion date.

www.RedCross.org

Instructor's Signature

Chapter
Broward County and
Greater Miami and The Keys Chapters

Holder's Signature

Stock No. 653998 (Rev. 5/08)

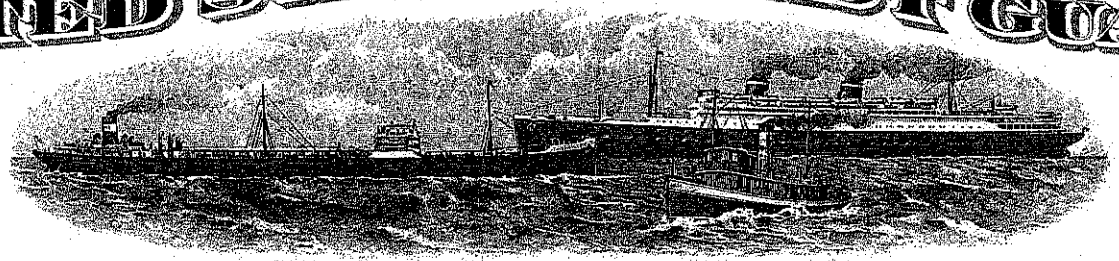
DEPT. OF HOMELAND SECURITY, U.S. COAST GUARD, CG-2849 (REV. 6-04)

SERIAL NUMBER

1520273

ISSUE NUMBER 1

UNITED STATES COAST GUARD



LICENSE

U.S. MERCHANT MARINE OFFICER

This is to certify that

***** MICHAEL HERBERT SLOTNICK *****

having been duly examined and found competent by the undersigned is licensed to serve for the term of five years from the below issue date as:

MASTER OF STEAM OR MOTOR VESSELS OF NOT MORE THAN -100- TONS UPON NEAR COASTAL WATERS; ALSO, AUTHORIZED TO ENGAGE IN COMMERCIAL ASSISTANCE TOWING

Given under my hand this 9th *day of* September 2008

ISSUE PORT: BOSTON, MA
EXPIRATION DATE: SEPTEMBER 9, 2013

N. PETRONZIO, USCG, BY DIRECTION
OFFICER IN CHARGE, MARINE INSPECTION

MPT

Certificate Number: 252-10-13-11	Completion Date: 1 Oct. 2010

Certificate of Successful Completion of

Able Body Seaman Course MARTPT-1
&
Marlinespike Seamanship Course MARTPT-280

This is to certify that: ***Michael Slotnick***
Date of Birth: 03 Aug. 1982 USA
Student Identification Number: SLOMIC

FOR INTERNATIONAL PORT AND FLAG STATE CONTROL REFERENCE:

Has successfully completed a 43 hour course of theoretical and practical training including final examinations approved by the United States Coast Guard, and recognizes by many international maritime administrations and meeting the requirements set forth by:

USCG 46 CFR 12.05-9 for Deck & Navigation General / Deck Safety and Rules of the Road Modules for an Able Seaman Endorsement USCG 46 CFR 10.205-9(c) for the Practical Demonstration of Competency in Knot Tying & Splicing for Able Seaman

Please note that to fully comply with STCW A-II/4 requirements, additional RFPNW Assessments must be completed and submitted separately.

Candidates must meet all other USCG Application requirements to be approved for an MMD through the USCG. When applying for a USCG MMD or Endorsement, paperwork must be submitted to the USCG within 1 year of the completion date of this course.

DOC: **103.01.5-252-DC**, FILE NAME: **CC-CERT**; , APPV: **AMB-D 053-RV-28OCT09**; REV: **1**,

Signature of Authorized School Representative
Amy M. Beavers
Academic Principal
Managing Director

MARITIME PROFESSIONAL TRAINING
Maritime Professional Training – Masters, Mates and Engineers, Inc
1915 South Andrews Avenue, Fort Lauderdale, FL 33316
Ph: +1.954.525.1014 Fax: +1.954.764.0431
www.MPTusa.com info@MPTusa.com

MPT

Certificate Number: 143-28-24-27	Completion Date: 6 Aug. 2008

Certificate of Successful Completion of

8 Hour
Elementary First Aid & CPR
STCW Basic Safety Training Module

This is to certify that: ***Michael Slotnick***
Date of Birth: 03 Aug. 1982 USA
Student Identification Number: SLOMIC

Has successfully completed a course of training approved by the United States Coast Guard, accepted by the Maritime and Coast Guard Agency of the U.K. and recognized internationally by most maritime administrations. This course meets the training and assessment requirements set forth by:

The STCW Code as revised, A-VI/1, table A-VI/1-3, IMO Course 1.13 and United States 46 CFR 10.205 (h)(l)(ii), 46 CFR 10.205 (h)(2)(iii)

DOC: I03.01.5-143-DC, FILE NAME: CC-CERT; APPV: AMB-D 015-IS-15NOV07; REV: 0,

Signature of Authorized School Representative

Julie Liberatore
Manager-Student Administration

MARITIME PROFESSIONAL TRAINING
Maritime Professional Training – Masters, Mates and Engineers, Inc.
1915 South Andrews Avenue, Fort Lauderdale, FL 33316
Ph: +1.954.525.1014 Fax: +1.954.764.0431
www.MPTusa.com info@MPTusa.com

MPT

Certificate Number: 142-28-23-21	Completion Date: 5 Aug. 2008

Certificate of Successful Completion of

4 Hour
Personal Safety & Social Responsibility
STCW Basic Safety Training Module

This is to certify that: ***Michael Slotnick***
Date of Birth: 03 Aug. 1982 USA
Student Identification Number: SLOMIC

Has successfully completed a course of training approved by the United States Coast Guard, accepted by the Maritime and Coast Guard Agency of the U.K. and recognized internationally by most maritime administrations. This course meets the training and assessment requirements set forth by:

The STCW Code as revised, A-VI/1, table A-VI/1-4, IMO Course 1.21 and United States 46 CFR 10.205 (I)(4)

DOC: **I03.01.5-142-DC**, FILE NAME: **CC-CERT**; APPV: **AMB-D 015-IS-15NOV07**; REV: **0**

Signature of Authorized School Representative
Julie Liberatore
Manager-Student Administration

MARITIME PROFESSIONAL TRAINING
Maritime Professional Training – Masters, Mates and Engineers, Inc.
1915 South Andrews Avenue, Fort Lauderdale, FL 33316
Ph: +1.954.525.1014 Fax: +1.954.764.0431
www.MPTusa.com info@MPTusa.com

Christopher J. Rubel, MD, MRO.
AAMRO #99-03767
APCA-DC, P.O. Box 56000
St. Petersburg, FL. 33732-6000
800-468-7447

Fred Montoya, Administrator

NOTE to USCG or Employer:
If this form appears to be modified, altered in anyway or is photo-copied please call APCA at 800-468-7447 to verify authenticity.

Form A-719-PO3 (Rev 10/16/09)
All other editions obsolete

APCA DRUG CONSORTIUM

Program Membership
Letter Of Compliance

This certificate may be presented to USCG or EMPLOYER as proof of periodic testing compliancy, as proof of compliancy with random drug testing regulation or as proof of negative drug test results for pre-employment purposes.

The named individual meets the indicated requirements.

Not valid if more <u>than one</u> box is checked

Michael S Slotnick
2520 NE 11th St.
Pompano Beach, FL 33062

Member ID: 77393

☐ The individual listed on this document did undergo and pass the chemical test for dangerous drugs required for Pre-employment and/or Periodic (licensing) and as authorized by either 46 CFR 16.210, 16.220, 16.230, 16.240 or 16.250 on the date indicated. This indicates membership in APCA and Inactive membership in the Consortium administered by APCA. **For employment purposes activating APCA Consortium membership is required and may be accomplished by calling 800-468-7447.**

TEST DATE:

☑ The individual listed on this document passed a Pre-employment or Periodic test for dangerous drugs as required by 46 CFR 16.210 or 16.220 within the previous six months, with no subsequent positive drug tests or test refusals during the remainder of the six month period. This mariner is an Active Member of the APCA Consortium as of the below date. **Continuing Active membership must be confirmed by employers or prospective employers through APCA at 800-468-7447.**

ACTIVATION DATE: **01/27/2012**

☐ The individual listed on this document has been subject to an APCA random testing program required by 46 CFR 16.230 for at least 60 days of the previous 185 days, and did not fail or refuse any subsequent tests for dangerous drugs required by this part. **Active membership may be confirmed through APCA at 800-468-7447.**

ISSUE DATE:

Cynthia Ward

Authorized signature by director of MRO
Cynthia Ward

AMERICAN PROFESSIONAL CAPTAINS ASSOCIATION CORPORATE SEAL FLORIDA

Cynthia Ward

Quest Diagnostics - Cynthia Ward - Lenexa, KS. 66219

© GOES 342
All Rights Reserved

Certificate of

Achievement

This is to certify that

OSMANY HERNANDEZ

has successfully completed

D.O.T. EMERGENCY MEDICAL

TECHNICIAN COURSE - EMT-B

[illegible]

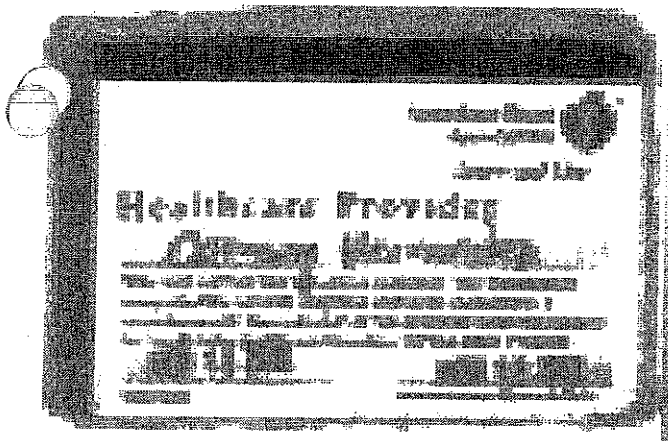
offered by [illegible] College

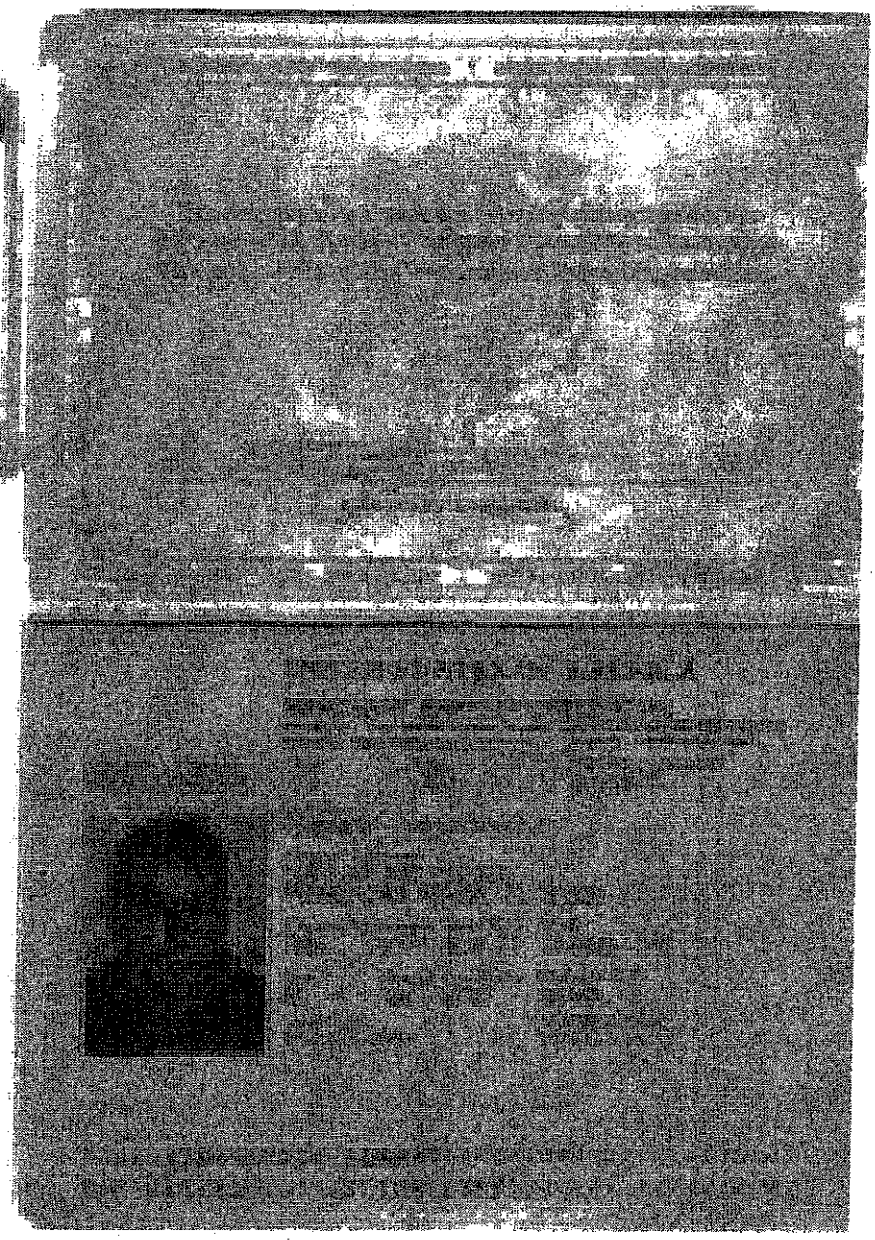
[illegible] TOTAL HOURS

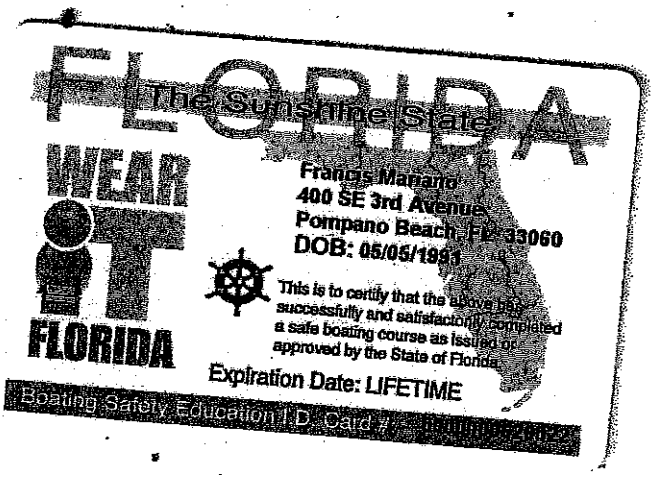
AUGUST [illegible], [illegible]

[illegible]

[illegible]

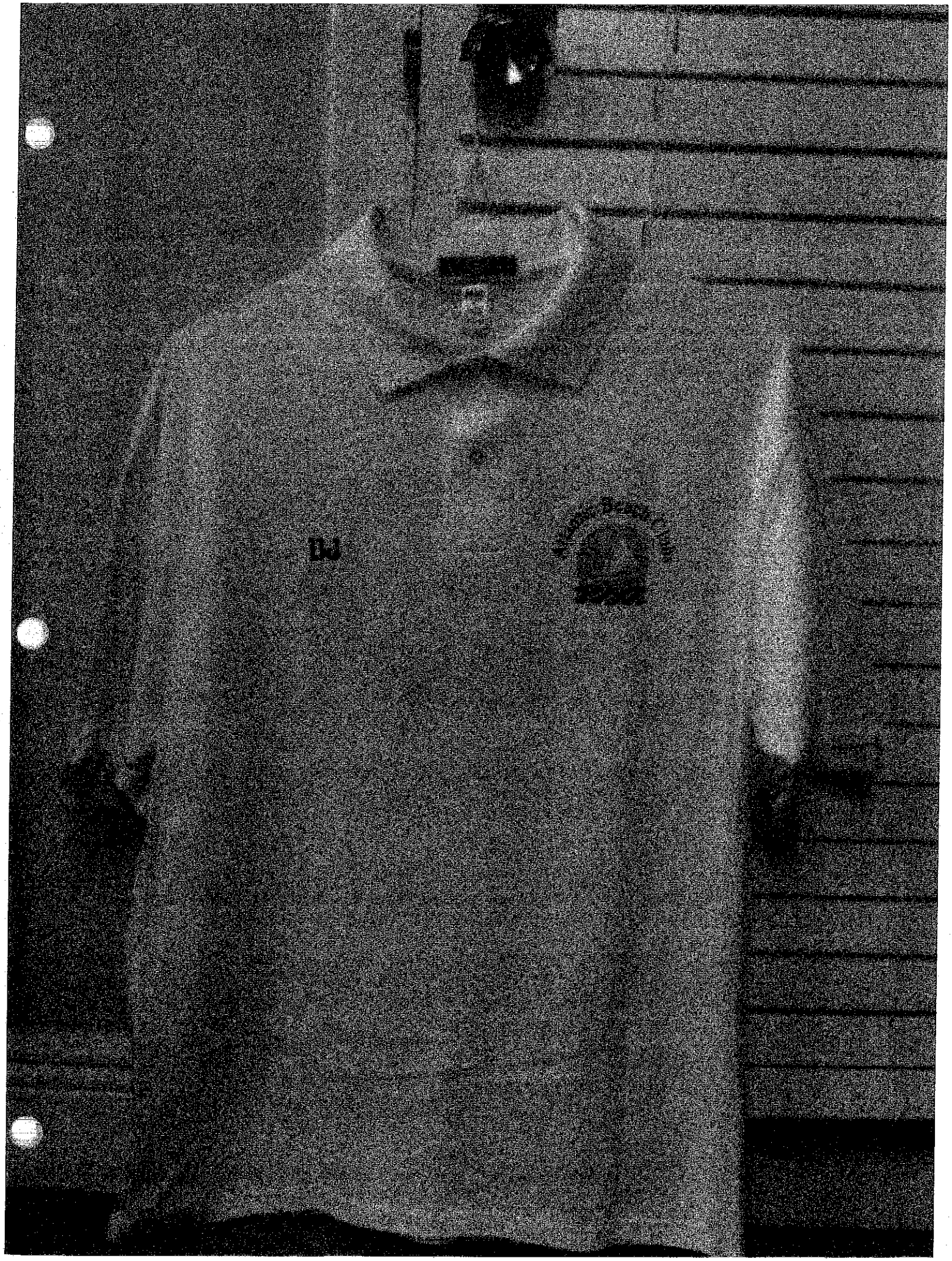

Healthcare Provider

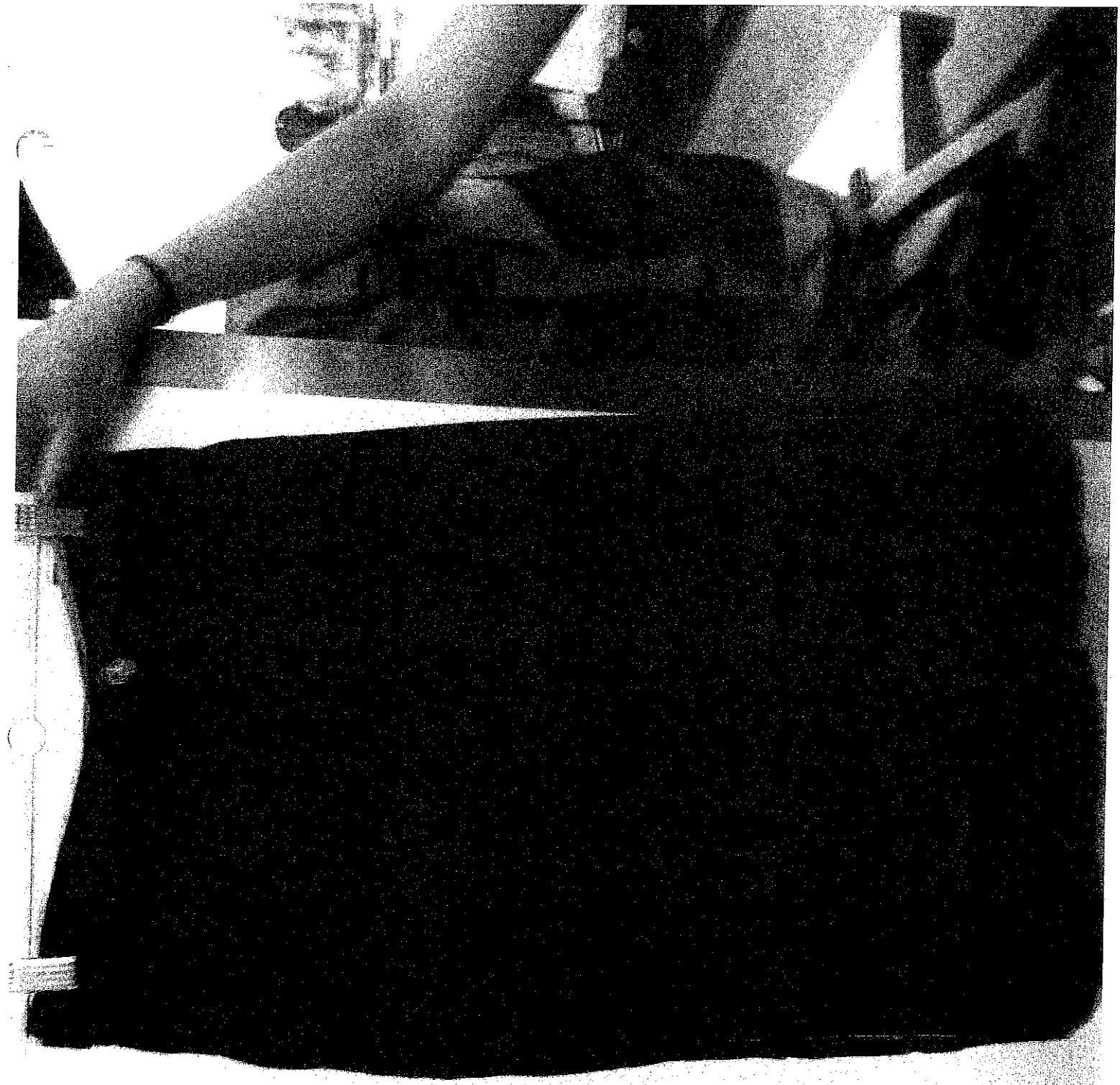



FLORIDA
The Sunshine State
WEAR IT
FLORIDA
Franco Manaro
400 SE 3rd Avenue
Pompano Beach, FL 33060
DOB: 05/05/1991
This is to certify that the above has successfully and satisfactorily completed a safe boating course as issued or approved by the State of Florida.
Expiration Date: LIFETIME
Boating Safety Education I.D. Card #

I. PROPOSED UNIFORM FOR STAFF

The proposed staff uniforms will consist of a collared short sleeve, white cotton shirt and navy blue swim shorts. The shirt shall have the company logo on the front and back. The staff member's name will be embroidered on the right chest area of the shirt. See Exhibits "A" and "B" to this section.





J. Proposed Safety Markers Including Beach Concession Logo
And Color Photographs and Specifications

There will be two safety markers that will line up with the safety buoys. A photograph attached hereto as Exhibit "A" demonstrates the language that will appear on the safety markers. The dimensions of the proposed safety markers, which contain the beach concession logo will be 36" long by 24" wide. The sign will be red background with white lettering.

CAUTION

MOTORIZED LAUNCHING AND ACTIVITY AREA

KEEP CLEAR BETWEEN SIGNS

K. WRITTEN AND VERBAL PRE-RENTAL/PRE-RIDE INSTRUCTIONS FOR OPERATION OF WATERCRAFT

The written pre-rental/pre-ride instructions are contained on the rental receipt which the customer must read and sign before being allowed to rent the wave runner. A copy of the receipt with the appropriate language is attached to this section as Exhibit "A". In addition, the customer must read and sign the PWC Renter Orientation Checklist, a copy of which is attached to this section as Exhibit "B". The written instructions are in the following languages; English, Spanish, German, French, Portuguese, Italian, Russian and Japanese.

All attendants are trained to give the following typical verbal briefing to the customer, which consists of the following:

"Have you ridden a wave runner before?" (The answer to this question obviously tells Atlantic Beach Clubs the experience, or lack thereof, of the potential rider) This is a safety lanyard. The safety lanyard must be attached the left wrist of the driver at all times. This is the start button (pointing at green start button). This is the stop button (pointing at red stop button). The wave runner may be stopped in one of two ways; you may push the red stop button to shut off the engine or, in an emergency, you may pull the safety lanyard from under the black clip like this (demonstrating how the lanyard is pulled). (Attendant pushes green button to show wave runner will not start, and then continues with the briefing)The wave runner will not start unless the flat plate is installed under the safety clip of the wave runner. Do you understand this concept of how this works? Now, let me see you do this (the customer must accurately repeat the procedure for reinstalling the safety lanyard). Now, again, this is how you start the wave runner (having shown the customer how the wave runner will not start unless the safety lanyard is properly installed, the attendant then starts the wave runner). On the right handlebar is your throttle lever. Pull it towards you to go faster, release it to go slow. The waver runner has no brakes. (The attendant next pulls the safety lanyard out and the wave runner shuts off).

In the event that you fall off the wave runner, you can only re-board from the rear. Never re-board from the side since you can flip the wave runner over on yourself.

The driver gets on first, the passenger second.

If you are riding the wave runner and you feel it tipping to one side and it seems as though the wave runner will tip over, the driver must release the handlebars. If not, you

will drag the wave runner over on top of yourself. You will be in the water and the wave runner will be upside down, which is not a good combination

In the event that you do flip the wave runner over, you must swim to the rear of the wave runner and, following the instructions on the back of the hull, you must rotate the wave runner counterclockwise to upright it.

The fire extinguisher is located in the front of the wave runner (the attendant will open lid and show customer fire extinguisher). The safety whistle is attached to your safety lanyard. Any questions on that, so far?

Now we will go over the ride area. Do you see these six orange buoys? (Attendant points out orange buoys) These act as your driveway to and from the ocean. This area is idle speed only to protect swimmers in the swim zone. You must ride beyond the outside buoys at all time, parallel to the shore. At no time can you come inside the white buoys unless you are in this safety channel. Your north limit is two buoys to the north. Your south limit is two buoys to the south. You are not allowed to go more than ½ mile off shore. We must be able to see you at all times. Remember, if you can't see us we can't see you.

Do you know what a dive flag looks like (attendant shows customer dive flag) It is a red flag with a white diagonal line going from corner to corner. You must stay at least 300 feet away from a dive flag at all times. You must also stay at least 300 feet away from anything on the water, like a kayak or a boat or another jet ski. If you violate any of these rules, we will terminate your ride immediately, no questions asked.

When your time is up, we will wave the red flag. You will come back into the safety channel and approach the beach at idle speed only. When we tell you to stop the wave runner, hit the red button. Any questions?"

YAMAHA

PWC Renter Orientation Checklist

Protective Clothing/Equipment for Operators and Passengers

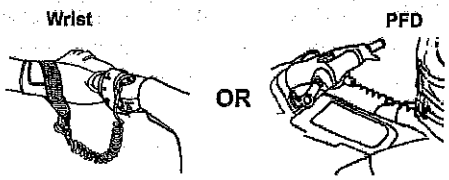
Renter Initials

Wear PFD and Other Protective Clothing/Equipment

- You must wear an appropriate personal flotation device (PFD) at all times.
- Wear a wet-suit (or wet suit bottom) while operating the PWC. Normal swimwear does not adequately protect against forceful water entry into rectum or vagina. Severe internal injuries can occur if water is forced into body cavities as a result of falling into water or being near jet thrust nozzle.
- Additional protective equipment (such as footwear, eyewear) may be needed.

PWC Controls

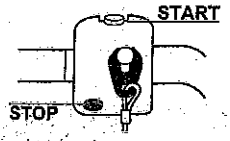
Renter Initials



Keep Lanyard Attached

- Securely attach engine shut-off cord (lanyard) to your wrist or PFD (as directed) and wear it at all times. Then, if you fall off the PWC, the engine will stop.

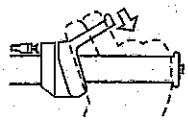
Renter Initials



Know How to Start and Stop the Engine

- To start the engine, be sure that the lanyard is attached and push the start button.
- To stop the engine, push the stop button. Stopping the engine will not stop the forward motion of the PWC and will result in loss of steering.

Renter Initials

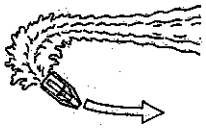


Know Operational Controls

- The throttle controls your speed. Apply the throttle lever on the handle to accelerate and release it to slow down.
- The handlebars move the jet thrust nozzle directing thrust in different directions to steer the PWC. Without thrust, you cannot steer the PWC.

Avoid Collisions—Most PWC Injuries and Deaths Result from Collisions

Renter Initials



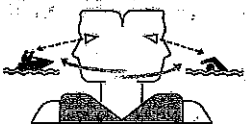
Do Not Release Throttle when Trying to Steer

- You need throttle to steer.

Take Early Action to Avoid Collisions

- Remember, PWCs and other boats do not have brakes.

Renter Initials



Scan Constantly

- Scan constantly for people, objects and other watercraft.
- Be alert for conditions that limit your visibility or block your vision of others.

Renter Initials

Operate Defensively

- Operate at safe speeds.
- Keep a safe distance away from people, objects and other boats (including PWCs).
- Do not follow directly behind PWCs or other boats.
- Do not go near others to spray or splash them with water.
- Avoid sharp turns and other maneuvers that make it difficult for others to avoid colliding with you or that make it difficult for others to understand where you are going.

(continued)

ATLANTIC BEACH CLUBS

COMMON SENSE RULES OF THE WATER

1. ENGLISH
2. GERMAN
3. FRENCH
4. SPANISH
5. PORTUGUESE
6. ITALIAN
7. RUSSIAN
8. JAPANESE

WARNING
BASIC WATER RULES

INITIAL EACH PARAGRAPH

1. _____ **LEAVE** and **ENTER** beach **SLOWLY** between orange channel buoy's.

2. _____ Stay **OUTSIDE** large **WHITE** and **ORANGE** buoy's.

3. _____ Stay **500 meters apart**, or **away** from all other boats, wave runners, etc.

4. _____ **BOUNDRIES:** 2 buildings **north** of the Trump hotel and 2 buildings **south** of the Trump hotel.

5. _____ When entering channel, pull **lanyard out** near beach when instructor signals.

6. _____ I agree to pay an **additional $50.00 fee** for each of the above rules not **obeyed.**

7. **PASSENGERS:** since this is a recreational vehicle which must be used with care, the passenger agrees to assist the driver with safe use of the vehicle and agrees not to jeopardize the safe operation.

I have read the above paragraphs, understand, and agree to them.

_____ (Print Name)

_____ Guardian Signature (Sign)

_____ (Print Name)

_____ Signature (Sign)

I

WARNING
BASIC WATER RULES

INITIAL EACH PARAGRAPH

1. _____ **LEAVE** and **ENTER** beach **slowly** between white channel bouy's.

2. _____ Stay **OUTSIDE** large **WHITE** and **ORANGE** bouy's.

3. _____ Stay **500 meters apart**, or **away** from all other boats, waverunners, etc..

4. _____ **BOUNDRIES** - Do not go further **North** than the **Sheraton Bal Harbour Resort**, and no further **South than four buildings**, and only 1/2 mile out to sea.

5. _____ When entering channel, pull **lanyard out** near beach when instructor signals.

6. _____ I agree to pay an **additional $50.00 fee** for each of the above rules not **obeyed.**

---

19. _____ **PASSENGERS** - since this is a recreational vehicle which must be used with care, the passenger agrees to assist the driver with the safe use of the vehicle and agrees not to jeopardize the safe operation.

I have read all of the above paragraphs, understand, and agree to them.

_____ (Print Name) _____ Guardian Signature (Sign)

_____ (Print Name) _____ Signature (Sign)

_____ (Print Name) _____ Signature (Sign)

Exhibit B

ATLANTIC BEACH CLUB'S
SAFETY AND COMMON SENSE
RULES OF THE WATER
(Please Read and Initial Each Paragraph)

1. _____ **YOUR PERSONAL FLOTATION LIFE PRESERVERS** must be worn at all times.

2. _____ RENTEE will **ENTER** and **LEAVE** Launch Area (White Buoys) at Idle Speed and **PULL LANYARD OUT** 100 feet from Beach when returning.

3. _____ Avoid wearing **SUNTAN OIL.**

4. _____ **APPROACH**, and **LEAVE BEACH SLOWLY (Idle Speed)** until 300 yards from Beach.

5. _____ **KEEP A DISTANCE OF 500 FEET** from all boats, swimmers and avoid jumping boat wakes.

6. _____ Always **LOOK BEHIND YOU** before turning.

7. _____ If you **RELEASE GAS THROTTLE COMPLETELY, YOU** will not be able to turn or steer your Waverunner.

8. _____ **LANYARD MUST BE ATTACHED** to your wrist at all times during operation.

9. _____ Stay **500 FEET APART** from other Waverunners in your group.

10. _____ **AVOID THE AREA OF THE JET PUMP**, and do not stick your hands in jet pump intake.

11. _____ If your **WAVERUNNER TURNS OVER**, right it immediately (clockwise) and always stay with your waverunner.

12. _____ **RENTEE WILL LOSE FULL DEPOSIT** if Rentee operates Waverunner within 500 feet of Beach, boats, swimmers, divers, dive flags or another Waverunner, beaches Waverunner, leaves designated safety area and/or picks up passengers other than Launch Channel.

13. _____ **I UNDERSTAND THAT I AM RESPONSIBLE FOR KEEPING TRACK OF MY OWN TIME, AND IF I RUN OVERTIME, I WILL BE CHARGED.**

14. _____ **I UNDERSTAND ATLANTIC BEACH CLUBS IS NOT RESPONSIBLE FOR INJURY OR DAMAGES WHILE I AM IN CHARGE OF THE WAVERUNNER.**
ATLANTIC BEACH CLUB will be saved and held harmless from any and all bodily injury and property damage as the result of any accident during the rental by the undersigned of any boat, motor, Waverunner, water-ski, sailboat, or any other related equipment.

15. _____ **I AGREE TO REIMBURSE THE FULL COST SHOULD THERE BE ANY DAMAGES.**
Rentee further agrees to return all equipment in satisfactory condition and reimburse ATLANTIC BEACH CLUBS for any loss or damage to said equipment during the time of said rental.

16. _____ **I AGREE NOT TO OPERATE IN A RECKLESS MANNER.** Rentee of Waverunner agrees not to operate the vessel in a hazardous or reckless manner that would endanger himself, other boaters and Waverunner riders, or risk damage to the Waverunner.
Representatives of ATLANTIC BEACH CLUBS reserves the right to call in and terminate my use of the Waverunner should their representative, in his sole discretion deem that I or my party are operating in a reckless manner or in any way are endangering the well being of myself or others.

17. _____ **I AM OVER EIGHTEEN (18) YEARS OF AGE.**

18. _____ **I AM COMPETENT TO OPERATE A WAVERUNNER**, I do represent that I am a competent adult with the ability to operate the vessel. I have signed a contract to rent.

WARNUNG

GRUNDLEGENDE WASSERSPORTREGELN

BITTE JEDEN ABSATZ ABZEICHNEN

1. _____ Fahren Sie langsam zwischen den weißen Fahrrinnenbojen **VON** und **ZUM** Strand.

2. _____ Bleiben Sie **AUSSERHALB** der großen **WEISSEN** und **ORANGEN** Bojen.

3. _____ Halten Sie zu allen anderen Booten, Waverunners, etc. einen **Abstand von 500 Metern.**

4. _____ **GRENZEN** - Fahren Sie nicht weiter nördlich als das **Trump Sonesta** nicht weiter als vier Gebäude **südlich**, und nur eine halbe Meile aufs Wasser hinaus.

5. _____ Ziehen Sie die **Abzugsleine** beim Einfahren in die Fahrrinne in Strandnähe heraus, wenn der Lehrer das Signal hierfür gibt.

6. _____ Ich stimme zu, für jede der oben aufgeführten Regeln, die **nicht eingehalten** wird, eine **zusätzliche Gebühr von $ 50,00** zu bezahlen.

Ich habe alle Absätze gelesen, verstehe diese und bin mit diesen einverstanden.

_____	_____
(Name in Druckschrift)	(Unterschrift des Vormundes)
_____	_____
(Name in Druckschrift)	(Unterschrift)
_____	_____
(Name in Druckschrift)	(Unterschrift)

Exhibit B

ATLANTIC BEACH CLUB

SICHERHEITSVORSCHRIFTEN FÜR WASSERSPORT

(bitte jeden Absatz durchlesen und abzeichnen)

1. _____ Sie müssen stets **IHRE SCHWIMMWESTE TRAGEN.**

2. _____ MIETER muß mit Leerlaufgeschwindigkeit **IN** und **AUS** dem Startbereich (weiße Bojen) **FAHREN** und bei Rückkehr **ABZUGSLEINE** 30 m vor dem Strand **HERAUSZIEHEN.**

3. _____ **SONNENÖL** ist zu vermeiden.

4. _____ **FAHREN** Sie **LANGSAM ZUM STRAND UND VON DIESEM WEG** (Leerlaufgeschwindigkeit), bis Sie 300 Meter vom Strand entfernt sind.

5. _____ **HALTEN SIE** zu allen Booten und Schwimmern einen **ABSTAND VON 150 METERN** und durchfahren Sie das Kielwasser von Booten nicht.

6. _____ **SEHEN SIE** sich vor dem Abbiegen stets **NACH HINTEN** um.

7. _____ Wenn Sie den **DREHGASGRIFF GANZ LOSLASSEN**, können Sie den Waverunner nicht lenken.

8. _____ Während des Fahrens **MUSS DIE ABZUGSLEINE** stets an Ihrem Handgelenk **BEFESTIGT SEIN**.

9. _____ Halten Sie zu anderen Waverunners in Ihrer Gruppe einen **ABSTAND VON 150 METERN**.

0. _____ **HALTEN SIE SICH VON DER STRAHLPUMPE FERN** und stecken Sie Ihre Hände nicht in den Ansaugbereich.

1. _____ Wenn Ihr **WAVERUNNER UMKIPPT**, richten Sie ihn sofort wieder auf (im Uhrzeigersinn) und bleiben Sie stets beim Waverunner.

2. _____ **MIETER VERLIERT SEIN GESAMTES PFAND**, wenn er den Waverunner näher als 150 Meter vom Strand, Booten, Schwimmern, Tauchern, Tauchflaggen oder anderen Waverunners betreibt, den Waverunner an den Strand fährt, den markierten Sicherheitsbereich verläßt und/oder Passagiere außerhalb des Startbereichs aufnimmt.

3. _____ **ICH VERSTEHE, DASS ICH SELBST AUF DIE ZEIT ACHTEN MUSS UND WENN ICH DIE MIETZEIT ÜBERSCHREITE, MUSS ICH EINE EXTRAGEBÜHR BEZAHLEN.**

4. _____ **ICH VERSTEHE, DASS ATLANTIC BEACH CLUBS FÜR KÖRPERVERLETZUNGEN ODER SCHÄDEN, DIE ENTSTEHEN, WÄHREND ICH DEN WAVERUNNER BETREIBE, NICHT HAFTET.**
ATLANTIC BEACH CLUB wird von der Haftung für alle Körperverletzungen und Sachschäden freigestellt, die aus einem Unfall resultieren, während der Unterzeichnete ein Boot, Motor, Waverunner, Wasserski, Segelboot oder ähnliche Geräten mietet.

5. _____ **ICH VERPFLICHTE MICH, IM SCHADENSFALL DIE GESAMTEN KOSTEN ZURÜCKZUERSTATTEN**. Der Mieter verpflichtet sich darüberhinaus, alle Geräte in ordnungsgemäßem Zustand zurückzubringen und ATLANTIC BEACH CLUBS für alle während besagter Mietzeit entstandenenVerluste oder Schäden zu entschädigen.

6. _____ **ICH VERPFLICHTE MICH, NICHT RÜCKSICHTSLOS ZU HANDELN**. Der Mieter des Waverunners verpflichtet sich, diesen nicht auf eine gefährliche oder rücksichtslose Weise zu benutzen, die ihn, andere Bootfährer und Waverunnerbenutzer gefährden oder den Waverunner beschädigen könnte.
Vertreter des ATLANTIC BEACH CLUBS behalten sich das Recht vor, den Waverunner zurückzurufen und dessen Benutzung zu beenden, wenn ein Vertreter in seinem Ermessen entscheidet, daß ich oder jemand in meiner Gruppe den Waverunner rücksichtslos benutzt oder mich oder andere gefährdet.

7. _____ **ICH BIN ÜBER ACHTZEHN (18) JAHRE ALT.**

8. _____ **ICH BIN FÄHIG, DEN WAVERUNNER ZU BEDIENEN**. Ich bestätige, daß ich ein kompetenterr Erwachsener bin, der den Waverunner bedienen kann. Ich habe einen Mietvertrag unterzeichnet.

9. _____ **BEIFAHRER** - da dies ein Sportfahrzeug ist, das mit Vorsicht zu benutzen ist, verpflichtet sich der Beifahrer, dem Fahrer bei der sicheren Benutzung behilflich zu sein und die Sicherheit auf keine Weise zu gefährden.

AVERTISSEMENT

REGLES ELEMENTAIRES A OBSERVER DANS L'EAU

APPOSEZ VOS INITIALES DEVANT CHAQUE PARAGRAPHE

1. _____ **ARRIVEZ** et **QUITTEZ** la plage lentement et entre les bouées blanches.

2. _____ Restez A **L'EXTERIEUR** des bouées **BLANCHES** et **ORANGES.**

3. _____ N'approchez pas à moins de **500 mètres des autres** bateaux, waverunners, etc.

4. _____ **LIMITES** - Au **Nord** ne dépassez pas le **Trump Sonesta**, au **Sud**, **ne dépassez pas les quatre bâtiments**, n' allez pas à plus d'un demi-mille au large.

5. _____ En entrant dans le chenal, **tirez la dragonne** au signal du moniteur près de la plage.

6. _____ J'accepte de payer **$50.00** supplémentaire pour chaque violation des règles ci-dessus.

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19. _____ **PASSAGERS** Comme il s'agit d'un véhicule récréatif qui doit être utilisé prudemment, le passager accepte d'aider le conducteur à utiliser le véhicule de façon avisé et accepte de ne pas mettre sa sécurité en danger.

J'ai lu tous les paragraphes ci-dessus, je les comprends et je les accepte.

_____ (Nom en lettres capitales) _____ (Signature de la personne légalement responsable)

_____ (Nom en lettres capitales) _____ (Signature)

_____ (Nom en lettres capitales) _____ (Signature)

Exhibit B

ATLANTIC BEACH CLUB

REGLEMENT DE SECURITE ET MESURES DE BON SENS DANS L'EAU

(Veuillez lire et apposer vos initiales à chaque paragraphe)

1. _____ Vous devez porter tout le temps **VOTRE VESTE DE SAUVETAGE PERSONNELLE.**

2. _____ Le locataire doit **RENTRER** et **SORTIR** de la zone de départ (Bouées Blanches) à petite vitesse et SORTEZ LA DRAGONNE à 100 pieds de la plage au retour.

3. _____ Evitez de mettre de la **LOTION SOLAIRE.**

4. _____ APPROCHEZ-VOUS de LA PLAGE et QUITTEZ LA LENTEMENT (Au Ralenti) jusqu'à 300 yards de la Plage.

5. _____ RESTEZ A 500 PIEDS des bateaux et des nageurs et évitez de sauter les sillages.

6. _____ REGARDEZ TOUJOURS DERRIERE VOUS avant de tourner.

7. _____ Si vous **LACHEZ COMPLETEMENT LA MANETTE DES GAZ** vous ne pourrez ni tourner ni diriger votre Waverunner.

8. _____ Pendant la marche LA DRAGONNE DOIT TOUJOURS DEMEURER ATTACHEE à votre poignet.

9. _____ Restez A 500 PIEDS des autres waverunners de votre groupe.

10. _____ EVITEZ LES ENVIRONS DU SYSTEME DE PROPULSION et ne mettez pas vos mains dans l'entrée du système.

11. _____ Si votre WAVERUNNER CHAVIRE, redressez-le immédiatement (dans le sens des aiguilles d'une montre) et restez toujours auprès de votre Waverunner.

12. _____ L'UTILISATEUR PERDRA SA CAUTION TOUTE ENTIERE s'il utilise son Waverunner à moins de 500 pieds de la plage et des bateaux, nageurs, plongeurs, fanions de plongeurs et autres Waverunners, ainsi que s'il échoue le waverunner sur la plage, quitte la zone de sécurité désignée et/ou s'il prend des passagers autres que Launch Channel.

13. _____ **JE COMPRENDS QUE JE DOIS VEILLER AU TEMPS D'UTILISATION, SI JE DEPASSE L'HEURE PREVUE JE DEVRAI PAYER POUR LE TEMPS SUPPLEMENTAIRE.**

14. _____ **JE COMPRENDS QU'ATLANTIC BEACH CLUB N'EST PAS RESPONSABLE DES BLESSURES ET DES DOMMAGES CAUSES PENDANT QUE WAVERUNNER EST SOUS MA RESPONSABILITE.** ATLANTIC BEACH CLUB ne sera pas tenu responsable de toute blessure corporelle ni de dommage à la propriété résultant d'un accident survenu pendant la location par le soussigné d'un bateau, moteur, Waverunner, ski-nautique, bateau à voile, ou de tout autre matériel de ce type.

15. _____ J'ACCEPTE DE REMBOURSER LE MONTANT TOTAL DE TOUS LES DOMMAGES S'IL Y EN A. L'utilisateur accepte également de rendre tout le matériel en condition satisfaisante et de rembourser ATLANTIC BEACH CLUB pour toutes pertes ou dommages subis par ledit matériel pendant la période de ladite location.

16 _____ **J'ACCEPTE DE NE PAS UTILISER LE MATERIEL D'UNE FACON IMPRUDENTE.** L'utilisateur d'un Waverunner accepte de ne pas utiliser l'appareil d'une façon dangereuse ou imprudente qui pourrait mettre en danger sa personne même, d'autres plaisanciers et utilisateurs de Waverunner, ou qui risquerait d'endommager le Waverunner.
Les agents d'ATLANTIC BEACH CLUBS se réservent le droit de me rappeler et de mettre fin à mon utilisation d Waverunner dans le cas ou un agent, à sa seule discrétion, juge que mon entourage ou moi-même agissons de façon imprudente ou que nous mettons en danger, de quelque manière que ce soit, mon bien-être ou celui de tiers.

17. _____ **J'AI PLUS DE 18 ANS**

REGLAMENTO BÁSICO QUE DEBE OBSERVARSE EN EL AGUA

INICIALE CADA PÁRRAFO

1. _____ **ALÉJESE** y **REGRESE** a al playa despacio entre las boyas blancas del canal.

2. _____ Manténgase **FUERA** de las boyas **ANARANJADAS** y **BLANCAS** grandes.

3. _____ Manténgase a **500 metros** de distancia de otros botes, waverunners, etc..

4. _____ **LÍMITES** - Hacia el sur, no exceda la línea del **Trump Sonesta Resort**, haciael norte no avance más allá de cuatro edificios. Sólo puede alejarse 1/2 milla mar adentro.

5. _____ Cuando entre en el canal, lance **la cuerda** cerca de la playa cuando el instructor así lo indique.

6. _____ Me comprometo a pagar una **tarifa adicional de US$ 50.00** por cada una de las reglas arriba mencionadas que **viole.**

Leí los párrafos que anteceden, los comprendo y acepto las condiciones que postulan.

_____ (Nombre y apellido) _____ (Firma del tutor legal)

_____ (Nombre y apellido) _____ (Firma)

_____ (Nombre y apellido) _____ (Firma)

Exhibit B

REGLAS DE SENTIDO COMUN Y SEGURIDAD EN EL AGUA DEL ATLANTIC BEACH CLUB

(Sírvase leer e inicialar cada párrafo)

1. _____ Debe usarse el CHALECO SALVAVIDAS PERSONAL en todo momento.

2. _____ El inquilino deberá ENTRAR y SALIR del Area de Lanzamiento (de Boyas Blancas) lentamente y SOLTAR EL CABO a 100 pies de la costa al regresar.

3. _____ Evite usar ACEITE BRONCEADOR.

4. _____ ACERQUESE y ABANDONE LA PLAYA LENTAMENTE hasta 300 yardas de la playa.

5. _____ MANTENGA UNA DISTANCIA DE 500 PIES de otros botes y nadadores, y evite saltar las estelas que dejan los botes.

6. _____ Siempre MIRE HACIA ATRAS antes de virar.

7. _____ SI LIBERA LA VALVULA DE ACELERACION POR COMPLETO no podrá virar o dirigir su Waverunner.

8. _____ EL CABO DEBE RODEAR SU MUÑECA en todo momento durante la operación.

9. _____ Permanezca a 500 PIES DE DISTANCIA de otros Waverunners en su grupo.

10. _____ EVITE EL AREA DEL MOTOR y no toque la toma.

11. _____ Si su WAVERUNNER SE TUMBA, enderécelo inmediatamente (en el sentido de las agujas del reloj) y permanezca a su lado.

12. _____ El LOCATARIO PERDERA TODO EL DEPOSITO si opera su Waverunner dentro de 500 pies de distancia de la costa, botes, nadadores, buzos, banderas de buceo u otro Waverunner, si vara el Waverunner en la costa, si abandona el área de seguridad designada y/o permite el abordaje de otros pasajeros que los indicados en el Launch Channel.

13. _____ COMPRENDO QUE SOY RESPONSABLE DE CONTROLAR EL TIEMPO DE USO Y QUE, SI ME EXCEDO, SE ME COBRARA TIEMPO ADICIONAL.

14. _____ COMPRENDO QUE EL ATLANTIC BEACH CLUB NO ES RESPONSABLE POR DAÑOS O LESIONES OCURRIDOS MIENTRAS ESTOY A CARGO DEL WAVERUNNER.
El ATLANTIC BEACH CLUB no se hará responsable por los daños físicos y materiales que resulten de cualquier accidente ocurrido por el uso de botes, motores, Waverunners, esquíes acuáticos, botes de vela o cualquier otro equipo que el suscrito alquile.

15. _____ ME COMPROMETO A REEMBOLSAR EL COSTO TOTAL DE TODO DAÑO QUE PUDIERA PRODUCIRSE. El Locatario asimismo se compromete a devolver todo el equipo en condiciones satisfactorias y reembolsar al ATLANTIC BEACH CLUB por cualquier pérdida o daño de dicho equipo durante el tiempo que dure el alquiler.

16. _____ ME COMPROMETO A CONDUCIR CON CUIDADO. El Locatario del Waverunner se compromete a no operar el vehículo de manera riesgosa o descuidada que pudiera poner en peligro su seguridad y la de terceros al igual que la del vehículo.
Representantes del ATLANTIC BEACH CLUB se reservan el derecho de admisión y de terminar mi alquiler del Waverunner si, a su sola discreción, consideran que yo o mi acompañante nos estamos conduciendo indebidamente o de manera tal que hacemos peligrar nuestra seguridad y la de los otros.

17. _____ TENGO DIECIOCHO (18) AÑOS CUMPLIDOS.

18. _____ ESTOY CALIFICADO PARA MANEJAR UN WAVERUNNER. Afirmo que soy un adulto apto para conducir una embarcación. Firmé un contrato de alquiler.

19. _____ PASAJEROS - dado que se trata de un vehículo recreativo que debe usarse con sumo cuidado, el pasajero se compromete a asistir al conductor haciendo uso del transporte sin crear riesgos ni dificultar el manejo.

AVISO

REGULAMENTOS BASICOS NO MAR

INICIAIS EM CADA PARAGRAFO

1. _____ **SAIDA** e **ENTRADA** na praia devagar entre as boias brancas.

2. _____ Fique **FORA** das boias **BRANCAS** e **LARANJAS**.

3. _____ Fique **MINIMUM 150 MT LONGE** dos outros flotantes.

4. _____ **LIMITES** - nao va alem **DO** Trump Sonesta direçào **SUL**. e **QUATRO PREDIOS** direçào **NORTE**

5. _____ Quando voltar a praia entre **AS BOIAS BRANCAS** puxe a **LINHA OU PARE O MOTOR** assim que o instrutor mandar.

6. _____ Concordo em pagar $50 multa para cada regulamento (acima) que eu desobedecer.

---

19. _____ **PASSAGEIROS** - Considerando que este e um veiculo de recreaçao que deye ser usado com cuidado, o passageiro concorda em assistir o condutor no manejamento com cuidado e não por em perigo.

Eu li e tomei ciencia do acima concordando e assinando.

_____	_____
Nome	Assinatura Responsavel
_____	_____
Nome	Assinatura
_____	_____
Nome	Assinatura

Exhibit B

ATLANTIC BEACH CLUB'S

SEGURANÇA E LOGICA
NOS REGULAMENTOS DO MAR

(Favor Ler e Por Visto em Cada Paragrafo)

1. _____ **SEMPRE** devera estar vestido com o **SALVA VIDAS**.
2. _____ Na area **SAIDA/CHEGADA** devera entrar e sair entre as boias brancas devagar e **PARAR O MOTOR** 30 metros antes da chegada **PUXANDO A LINHA**.
3. _____ Evite o uso de **OLEOS PARA SOL**.
4. _____ Sair e retornar na praia devagar por 200 metros.
5. _____ Mantenha distancia de 150 metros de barcos, nadadores, e evite de pular em ondas.
6. _____ Olhe sempre atras antes de virar.
7. _____ Se **PARAR DE ACELERAR TOTALMENTE** não conseguira virar o veiculo.
8. _____ A linha do contato devera estar atada em seu pulso durante todo o periodo da operaçào.
9. _____ Fique 150 metros de distancia dos outros veiculos do seu grupo.
10. _____ Nào ponha as mãos e evite a area **DA BOMBA DO JATO**.
11. _____ Se **O VEICULO VIRAR** (cabeça baixo) tornalo imediatamente (como relogio) e fique sempre perto dele.
12. _____ **O CLIENTE PERDERA TODO ODINHEIRO DO DEPOSITO** se operar o veiculo a menos de 200 metros da praia, barcos, nadadores, bandeiras, outros veiculos, etc. ou pegar outros passageiros.
13. _____ **EU SOU RESPONSAVEL PELO TEMPO DE USO QUE SE ULTRAPASSAR, PAGAREI A DIFERENÇA**.
14. _____ **CONCORDO QUE O ATLANTIC BEACH CLUB NAO SERA RESPONSAVEL NO CASO DE ESTRAGOS OU FERIMENTOS CAUSADOS DURANTE O USO DO VEICULO POR MIM** e sera salvo de qualquer responsabilidade no caso de ferimentos fisicos ou estragos em geral causados por acidente durante o periodo de uso pelo abaixo assinado.
15. _____ **EU CONCORDO PAGAR O CUSTO TOTAL SE EXISTIR QUALQUER ESTRAGO** concordo que devo retornar o veiculo em condições satisfatorias e reimbolsar Atlantic Beach Club no caso de qualquer perdas ou danos causados durante o meu uso.
16. _____ **E CONCORDO EM OPERAR O VEICULO COM CUIDADO E RESPONSABILIDADE**. O usurario concorda não operar o veiculo com descuidado, irresponsabilidade que podera por em perigo a si proprio ou outros operadores ou pessoas ou estragos a outros veiculos. Os representantes do Atlantic Beach Club reservam o direito de terminar o tempo de uso se considerarem que estou pondo em perigo o veiculo ou pessoas ou outros veiculos/barcos etc.
17. _____ **EU SOU MAIOR QUE DEZOITO (18) ANOS DE IDADE**.
18. _____ **EU SOU CAPACITADO DE OPERAR O VEICULO** e confirmo que sou um adulto competente com habilidade de operar o barco. Eu assinei o contrato de aluguel.

17_____ SONO MAGGIORE DI DICIOTTO (18) ANNI.

18_____ SONO CAPACE DI GUIDARE UN WAVERUNNER. Dichiaro espressamente d'essere un adulto capace di guidare l'imbarcazione e che ho firmato un contratto di noleggio.

ATTENZIONE
NORME DI SICUREZZA IN ACQUA

APPONGA LE SUE INIZIALI ALL'INIZIO DI OGNI PARAGRAFO

1_____ ALLONTANARSI ed AVVICINARSI alla spiaggia lentamente nell'area delimitata dalle boe bianche.

2_____ Si mantenga AL DI FUORI delle grosse boe BIANCHE ed ARANCIONI.

3_____ Si mantenga a 500 metri da qualsiasi tipo d'imbarcazione e dai bagnanti.

4_____ LIMITI. Non sorpassare in direzione Sud lo Trump Sonesta ed a Nord non più di quattro palazzi e solo 3/4 di chilometro verso mare aperto.

5_____ All'entrata del canale, non appena l'istruttore lo segnala, tirare fuori la cordicella.

6_____ Mi impegno a pagare un soprapprezzo di $ 50.00 per regola in caso di mancato adempimento.

7_____ PASSEGGERI. Dato che trattasi di una imbarcazione ad uso ricreativo che dovrebbe essere usata con cura, il passeggero si impegna ad aiutare il conduttore nell'uso prudente della stessa e di non metterne in pericolo l'operazione.

Il (La) sottoscritto(a) dichiara d'aver letto, compreso ed accettato quanto sopra

_____ _____
(Nome in stampatello) (firma del tutore)

_____ _____
(Nome in stampatello) (firma)

_____ _____
(Nome in stampatello) (firma)

Exhibit B

DA USARE QUANDO IN ACQUA

(Per cortesia legga ciascun paragrafo e ponga le sue iniziali all'inizio di ognuno)

1_____ Sempre indossare il SUO SALVAGENTE

2_____ Il noleggiante deve ENTRARE ed USCIRE dalla zona di partenza (boe bianche) con il motore al minimo e TOGLIERE LA CORDICELLA A 30 METRI DALLA SPIAGGIA al ritorno.

3_____ Non usare OLIO SOLARE.

4_____ AVVICINARSI ed ALLONTANARSI DALLA SPIAGGIA LENTAMENTE(motore al minimo) fino ad una distanza di 300 metri dalla spiaggia.

5_____ MANTENERE UNA DISTANZA DI 150 METRI da ogni barca, o bagnante ed evitare di saltare le scie di altre imbarcazioni.

6_____ Sempre GUARDARSI INDIETRO prima di cambiare direzione.

7_____ Se STACCA COMPLETAMENTE IL GAS non potrà girare od ancorare il Waverunner.

8_____ Durante l'uso della imbarcazione LA CORDICELLA DEVE SEMPRE RIMANERE ATTACCATA AL SUO POLSO.

9_____ Mantenere una DISTANZA DI 150 METRI dagli altri Waverunner del suo gruppo.

10_____ EVITARE LA ZONA DOVE SI TROVA LA POMPA DEL MOTORE A PROPULSIONE, e non mettere le mani nella presa d'aria del motore.

11_____ Nel caso CHE IL SUO WAVERUNNER SI CAPOVOLGESSE, rimetterlo immediatamente nella posizione giusta (in senso orario) e non abbandonarlo mai.

12_____ IL NOLEGGIANTE PERDERA' TUTTO L'IMPORTO DEL DEPOSITO CAUZIONALE, qualora non mantenga la prescritta distanza di sicurezza di 150 metri fra la sua imbarcazione e la spiaggia, altre imbarcazioni, bagnanti, sommozzatori, bandierine di posizione dei sommozzatori o altri Waverunner, o tira in secco il Waverunner, o lascia le zone designate di sicurezza o prende passeggeri al di fuori della zona di partenza.

13_____ CAPISCO CHE SONO RESPONSABILE DEL CONTROLLO DEL TEMPO TRASCORSO E CHE SE USO L'IMBARCAZIONE PIU' A LUNGO DOVRO' PAGARLO.

14_____ CAPISCO CHE IL CLUB ATLANTIC BEACH NON E' RESPONSABILE PER DANNI O LESIONI INCORSI DURANTE IL MIO USO DEL WAVERUNNER.
Il CLUB ATLANTIC BEACH declina ogni responsabilità per danni o lesioni incorse durante qualsiasi incidente avvenuto durante il noleggio da parte del sottoscritto di qualsiasi tipo d'imbarcazione, motore, Waverunner, sci d'acua, barca a vela o qualsiasi attrezzatura degli stessi.

15_____ MI IMPEGNO AL RIMBORSO COMPLETO IN CASO DI DANNI. Il noleggiante si impegna a restituire tutte le attrezzature in buone condizioni e di rimborsare il Club ATLANTIC BEACH per ogni danno od eventuale perdita di detta attrezzatura durante il noleggio.

16_____ MI IMPEGNO A GUDARE PRUDENTEMENTE. Il noleggiante del Waverunner si impegna a non usare l'imbarcazione in modo imprudente o pericoloso, cosa che poterbbe mettere in pericolo se stesso o altri in altre imbarcazioni, o rischiare di mettere gli stessi in pericolo.
Gli impiegati dell'ATLANTIC BEACH CLUBS si riservano il diritto di terminare il mio noleggio del Waverunner, se, a loro inappellabile giudizio, ritengono che io o uno dei miei compagni stiamo comportandoci imprudentemente o stiamo mettendo in pericolo in qualsiasi modo la

RUSSIAN

компетентен, взрослый, и способен управлять судном. Я подписал контракт на аренду.

ПРЕДУПРЕЖДЕНИЕ

ОСНОВНЫЕ ПРАВИЛА ПОВЕДЕНИЯ НА ВОДЕ

ОТМЕТЬТЕ КАЖДЫЙ ПАРАГРАФ:

1._____ ОТПЛЫВАЙТЕ и ПРИБЛИЖАЙТЕСЬ к берегу медленно между белы буйками.

2._____ Останавливайтесь ЗА БОЛЬШИМИ БЕЛЫМИ И ОРАНЖЕВЫМИ буйками.

3._____ Останавливайтесь В ПЯТИСТАХ МЕТРАХ В СТОРОНЕ ОТ всех других лод или плавсредств.

4._____ ОГРАНИЧЕНИЯ: Не удаляйтесь ЮЖНЕЕ ЧЕТЫРЕХ ЗДАНИЙ Trump Sonesta СЕВЕРНЕЕ. и полмили от берега в море

5._____ Когда входите в канал близко к берегу по сигналу инструктора ПОТЯНИ ТАЛРЕП (шнур выключающий двигатель)

6._____ Я согласен уплатить ДОПОЛНИТЕЛЬНО ПЯТЬДЕСЯТ ДОЛЛАРОВ за кажд НАРУШЕНИЕ высшеизложенных правил.

7._____ ПАССАЖИРЫ: Так как это развлекательное плавсредство, которое долж быть заботливо использованно, пассажиры согласны помочь водителю безопас использовать судно и согласны не подставить под угрозу безопасное пользован Я читал все высшеизложенные параграфы, понимаю, и согласен с ними.

_____

Начертите Имя, Фамилию Подпись

_____

Начертите Имя, Фамилию Подпись

Exhibit B

(Прчтите и Отметьте каждый параграф)

1.___ Ваши ЛИЧНЫЕ СПАСАТЕЛЬНЫЕ СРЕДСТВА должны быть одеты всё время.

2.___ ПРИ ПРИБЛИЖЕНИИ К БЕРЕГУ ИЛИ ОТПЛЫТИИ (между рядами белыми буйками) арендатор должен вести судно на холостом ходу ПОТЯНУВ ТАЛРЕП на растоянии тридцати метров от пляжа при возвращении.

3.___ Избегайте использовать КРЕМ ОТ ЗАГАРА.

4.___ ПРИБЛИЖАЙТЕСЬ И ОТПЛЫВАЙТЕ ОТ БЕРЕГА МЕДЛЕННО (на холостом ходу) в пределах триста метров от берега.__

5.___ СОХРАНЯЙТЕ ДИСТАНЦИЮ В СТО ПЯТЬДЕСЯТЬ МЕТРОВ от всех лодок, пловцов, и избегайте прыгать через волны создаваемы лодками.

6.___ Всегда ОГЛЯНИТЕСЬ НАЗАД перед поворотом.

7.___ Если ВЫ ПОЛНОСТЬЮ БРОСИТЕ ГАЗ, то вы не сможете повернуть или управлять вашим плавсредством.

8.___ ТАЛРЕП ДОЛЖЕН БЫТЬ ПРИКРЕПЛЁН к вашему запястью на всё время плавания.

9.___ Останавливайтесь В 150 МЕТРОВ ВДАЛИ от других водных машин в вашей группе.

10.__ ИЗБЕГАЙТЕ ОБЛАСТИ ВЫХОДНОЙ СТРУИ и не подставляйте рук во входной поток.

11.__ Если ваше ПЛАВСРЕДСТВО ПОВЕРНУЛОСЬ НА БОК, восстановить его в первоначальное положение путём поворотом его по часовой стрелки, и всегда оставайтесь с ним.

12.__ АРЕНДАТОР ПОТЕРЯЕТ ПОЛНОСТЬЮ ДАННЫЙ ИМ ЗАДАТОК, если он будет находиться внутри пятисот футовой зоне с пляжем, лодками, плавцами, нурялщиками или флагами нурялщиков, пляжными плавсредствами, или оставляет область безопасности; или берёе пассажиров отличной от зона прохода плавсредства к берегу.

13.__ Я ПОНИМАЮ, ЧТО Я ОТВЕТСТВЕНЕН ЗА СВОЕВРЕМЕННЫЙ ВОЗВРАТ МАШИНЫ, И ЕЛСИ Я ИСПОЛЬЗУЮ ЕЁ СВЕРХ ПОГОВОРЕННОЕ ВРЕМЯ, Я БУДУ ДОПОЛНИТЕЛЬНО ЗА ЭТО ПЛАТИТЬ.

14.__ я ПОНИМАЮ, ЧТО ATLANTIC BEACH CLUBS НЕ ОТВЕТСТВЕНЕН ЗА ТРАВМЫ ИЛИ УЩЕРБ ПОКА Я ИСПОЛЬЗУЮ ПЛАВСРЕДСТВО.
Этот клуб Atlantic Beach Club будет защищен подписью арендастора от всякого рода ущерба, который будет ему нанесен в результате любых напастных случаях в арендуемый период.

15.__ Я СОГЛАСЕН ВОЗМЕСТИТЬ ПОЛНУЮ СТОЙМОСТЬ УЩЕРБА, если он будет нанесен. Арендатор таюе согласен возвратить всё оборудование в удовлетворительное состояние, и возместить Atlantic Beach Clubs за любую потерю или ущерб оборудования в периоду аренды.

16.__ Я СОГЛАСЕН НЕ ИСПОЛЬЗОВАТЬ ОБОРУДОВАНИЕ БЕЗРАССУДНО. Арендатор плавсредства согласен не использовать судно безрассудно или рискованно, что повредит ему, другим судам, или другим пользователям. Представители Atlantic Beach Clubs сохраняют право отозвать и прекратить аренду если они считают, что я или моя группа рискованно используют оборудование так, что вредно будет для меня или для [illegible]

WARNING

警告

BASIC WATER RULES

当水域における基本的な規則

INITIAL EACH PARAGRAPH

それぞれの文章の最初に✓印をつけて下さい。

1. _____ LEAVE and ENTER beach slowly between white channel bouy's.
海岸部に出入りする時は白い水路ブイの間をゆっくりと通過すること

2. _____ Stay OUTSIDE large WHITE and ORANGE bouy's.
大きな白およびオレンジのブイの中に入らないこと

3. _____ Stay 500 meters apart, or away from all other boats, waverunners
他のボート、水上バイク等に500メートル 以上近づかないこと

4. _____ BOUNDRIES-Do not go further SOUTH than the TRUMP SOUTSTA
境界線ー北はシェラトン パル ハーバー、南は４つのビル、沖合い
Resort, and no further NORTH than four buildings, and only 1/2
は約800メートルまで（この境界を越えないこと）
mile out to sea.

5. _____ When entering channel, pull lanyard out near beach when
水路に入ってから、浜辺の近くで、インストラクターの合図に従い
instructor signals.
締め綱（ラニヤード）を引き出すこと

6. _____ I agree to pay an additional $50.00 for each of the above rules
上記の規則に従わなかった時は、１つの規則につき５０ドルを
obeyed.
支払うこと

19. _____ PASSENGERS- since this is a recreational vehicle which must be
同乗の皆さんへーこれはリクリエーション用の乗り物であり、
used with care, the passenger agrees to assist the driver
十分な注意を払って使用されるべきものです。従って、運行者
with the safe use of the vehicle and agrees not to jeopardize
に協力し、安全な運行を危険にさらすような行為はしないことに同意
the safe operation.
して頂きます。

I have read all the above paragraphs, understand, and agree
私は、上記の項目をすべて読み、理解した上で、これに従います。
to them.

_____ (Print Name) _____ Guardian Signature(Sign)

_____ (Print Name) _____ Signature(Sign)

_____ (Print Name) _____ Signature(Sign)

Exhibit B

L. Written and Verbal Safety Briefing For Customer Instructions on Personal Flotation Device Use

Customers must initial our rental documents in two places demonstrating their understanding that flotation devices must be worn at all times. In addition a sign on the Welcome Station informs the customer in prominent print that the flotation devices must be worn at all times. (See Exhibit "A")

The Atlantic Beach Club attendant then physically places and secures the flotation devices on all customers. The flotation devices used by Atlantic Beach Clubs are the more expensive neoprene vests that have a zipper and two strapping buckles. These vests are secure and are impossible to "fall off". Once these vests are placed on the customer, the customer is instructed that the vests are to remain in place until the wave runner is back at shore. There are no exceptions to this policy. The flotation devices are removed by the attendant from the customer once the customer is back on shore.

LIFE VESTS MUST BE WORN AT ALL TIMES

Personal watercraft/jet boat rental safety

Alcohol and many other drugs are dangerous when combined with any form of boating. Do not operate any boat while impaired by alcohol or drugs.

It is very important to get in the habit of wearing a life jacket when boating. Not only is life jacket wear mandatory for personal watercraft rider, but it is also highly recommended that appropriate protective clothing and footwear are worn.

Securely attach the engine shut-off cord (forward) to your wrist or life jacket and wear it at all times. This will ensure the engine stops should you fall overboard.

Starting and stopping the engine [illegible] requires the [illegible] of a person. Stopping the engine will not stop forward [illegible] and will result in the loss of steering.

The throttle controls your speed and the [illegible] of handlebars [illegible] the jet thrust [illegible] to steer the [illegible] [illegible] and [illegible] remember [illegible] boats don't have brakes.

[illegible]

[illegible]

[illegible]

Operate at a safe speed while [illegible] more than enough distance between [illegible] and other boats. Remember the [illegible] you are going the more distance you will travel when trying to [illegible] to danger, [illegible] increasing the likelihood of collision and serious bodily injury or death.

It is unsafe and against the law to [illegible] closely behind another boat to spray another boat or a person, to jump [illegible] wakes close to a boat and [illegible] turns or maneuvers which make [illegible] for others to avoid collision with you.

Personal watercraft and jet boats are not safe. It is important that you avoid [illegible] maneuvers, [illegible] wakes or wakes. [illegible] the risk of [illegible] [illegible] injuries and broken bones.

For personal watercraft operation it is important that you follow the [illegible] instructions for [illegible] the boat [illegible] [illegible] [illegible]

The rental company has [illegible] [illegible] [illegible] and follow [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

There are specific [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

"Think Safe!"

Atlantic Beach Clubs Personal Flotation Device (PFD) Study Guide

The *United States Coast Guard* says you must have *USCG Approved* Personal Flotation Devices (PFD's) on board your recreational boat. How many and what type PFD's you'll need depends on the number of people on board, the size and type of your boat, and the kind of boating you do.

You *must* have one of any of these wearable PFDs for each person on board:

- Off-Shore Life Jacket)Type 1 PFD)
- Near-Shore Buoyant Vest (Type 2 PFD)
- Flotation Aid (Type 3 PFD)
- Special Use Device (Type 5 PFV)

Additionally, if your boat is *16 feet or longer*, and is *not a canoe or kayak*, you must also have at least one:

- Throwable Device (Type 4 PFD)

PFDs come in a variety of shapes, colors, and materials. Some are made to be more rugged and last longer. Some are made to protect you from cold water. But no matter which PFD you choose, be sure to get one that's right for you and the water conditions you expect to encounter. Remember, spending a little time now can save you a lifetime later. Always look for the *United States Coast Guard Approval Number* on any PFD you buy or wear.

Off-Shore Life Jacket (Type 1 PFD)

Best for open, rough or remote water, where rescue may be slow coming.

Advantages

- Floats you the best.
- Turns most unconscious wearers face-up in the water.
- Highly visible color

Disadvantages

- Bulky

Near-Shore Buoyant Vest (Type 2 PFD)

Good for calm, inland water, or where there is a good chance for a fast rescue.

Advantages

- Turns some unconscious wearers face-up in the water
- Less bulky, more comfortable than type 1 PFD.

Disadvantages

- Not for long hours in rough water
- Will not turn some unconscious wearers face-up in the water

Flotation Aid (Type 3 PFD)

Good for calm, inland water, or where there is a good chance for fast rescue.

Advantages

- Generally the most comfortable type for conscious wearer.
- Designed for general boating or the activity that is marked on the device.
- Available in many styles, including vests and flotation coats.

Disadvantages

- Wearer may have to tilt head back to avoid going face-down.
- In rough water, a wearers face may often be covered by waves.
- Not for extended survival in rough water.

Throwable Device (Type 4 PFD)

For calm, inland water with heavy boat traffic where help is always nearby.

Advantages

- Can be thrown to someone.
- Good back-up to wearable PFD's.
- Some can be used as seat cushions.

Disadvantages

- Not for unconscious persons
- Not for non-swimmers or children
- Not for many hours in rough water.

Special Use Devices (Type 5 PFD)

These PFD's are only for special uses or conditions and the wearer must see label for limits of use. The varieties include boardsailing vests, deck suits. Work vests, hybrid PFD's, and others.

Advantages

- Least bulky of all types.
- High flotation when inflated.
- Good for continuous wear.

Disadvantages

- May not adequately float some wearers unless partially inflated.
- Requires active use and care of inflation chamber.

Beat the Odds – Choose the right PFD and wear it!

Most drownings occur way out at sea, right? ***WRONG!!!*** The fact is, 9 out of 10 drownings occur in inland waters, most within a few feet of safety. Most of the victims owned PFD's, but they died without them. A wearable PFD can save your life, **if you wear it!**

Today's PFD's fit better. Look better, and are easy to move around in. A PFD with bright colors is easier to see and may increase your chances of rescue.

Before you shove off, though, make sure all on board are wearing PFD's. To work best, PFD's must be worn with all straps, zippers, and ties fastened. Tuck in any loose strap ends to avoid getting hung up.

When you don't wear your PFD, the odds are against you. You are taking a chance on your life!

Staying On Top

Most adults only need an extra seven to twelve pounds of buoyancy to keep their heads above water. A PFD can give that **"extra lift"** and it's made to keep you floating until help comes. But a PFD is a ***personal flotation device*** and it's important to get the right one for you.

Your weight isn't the only factor in finding out how much **"extra lift"** you need in the water. Body fat, lung size, clothing, and whether the water is calm or rough, all play a part in staying on top. In general, the more physically fit you are, the more **"lift"** you need.

Read the label on your PFD to make sure it's made for people your weight and size. Test it and remember, in an emergency **DON'T PANIC!** Relax, put your head back and let your PFD help you come out on top.

Trying your PFD

Try on your PFD to see if it fits comfortably snug. Then test it in shallow water to see how it handles.

To check the buoyancy of your PFD in the water, relax your body and let your head tilt back. Make sure your PFD keeps your **chin above the water** and you can **breathe easily.**

Be aware: your PFD may not act the same in swift or rough water as in calm water. The clothes you wear and the items in your pockets may also change the way your PFD works.

If your mouth is not well above the water, get a new PFD or one with more buoyancy.

A PFD is designed **not** to ride-up on the body when in the water. But, when a wearer' stomach is larger than the chest, ride-up may occur. Before use, test this PFD in the water to establish that excessive ride-up does **not** impair PFD performance.

Caring for your PFD

Follow these points to be sure your PFD stays in good condition:

1. Don't alter your PFD. If yours does not fit, get one that does. Play it safe. An altered PFD ***may not save your life.***
2. Don't put heavy objects on your PFD or use it for a kneeling pad or boat fender. PFD's ***lose buoyancy when crushed.***
3. Let your PFD drip dry thoroughly before putting it away. Always stow it in a ***well-ventilated place.***
4. Don't leave your PFD on board for long periods when the boat is not in use.
5. **Never** dry your PFD on a radiator, heater or any other direct heat source.
6. Put your name on your PFD if you are the only wearer.
7. Practice throwing your Type 4 PFD. Cushions throw best underhand.

Checking your PFD

Check your PFD often for rips, tears, and holes, and to see that seams, fabric straps, and hardware are okay. Give your PFD belts and tie tapes a quick, hard pull to make sure that they are secure. There should be **no**

signs of **water logging, mildew odor,** or **shrinkage of the buoyant materials.**

If your PFD uses bags of **kapok** (a naturally buoyant material), gently squeeze the bag to check for air leaks. If it leaks, it should be thrown away. When kapok gets wet, it can get stiff or water logged and can ***lose some of its buoyancy.***

Fading can indicate loss of strength. Store your PFD in a dry, cool, dark place. A weathered PFD could tear easily, resulting in loss of flotation material. If faded, check strength or throw the PFD away and buy a new one.

Don't forget to test each PFD at the start of each season. Remember, the law says your PFD's **must be in good shape before you use your boat.** Ones that are not in good shape should be cut up and thrown away.

Teach your children well

Children panic when they fall into the water suddenly. This causes them to move their arms and legs violently, making it hard to float safely in a PFD. A PFD will keep a child afloat, but may **not** keep a struggling child face-up. That's why it is so important to teach children how to put on a PFD and to help them get used to wearing one in the water.

To work right, a PFD must fit **snugly** on a child. To check for a good fit, pick the child up by the shoulders of the PFD. If the PFD fits right, the child's chin and ears will **not** slip through.

PFD's are not babysitters! Even though a child wears a PFD when on or near the water, an adult should **always** be there too. Parents should remember that inflatable toys and rafts should **not** be used in place of PFD's.

While some children in the 30 – 50 pound weight range who can swim may like the extra freedom of movement that a Flotation Aid (Type 3 PFD) provides, most children in this weight range, especially those who cannot swim, should wear a Near-Shore Buoyant Vest (Type 3 PFD).

Skipper – SKIP THE DRINK!

Alcohol slows you down and keeps you from thinking clearly. **Don't drive a boat if you have been drinking.**

As many as **80%** of boating accidents involve alcohol. Drive your boat defensively. Watch out for others who have been drinking. They are accidents waiting to happen!

Alcohol works to lower your body temperature faster when you are in the water. If you have been drinking, you will **not** survive as long in cold water.

If you need more information about PFD's, contact your state boating authority, U.S. Coast Guard Auxiliary, U.S. Power Squadron, Red Cross, your nearest unit of the U.S. Coast Guard, or call the toll-free Boating safety Hotline: 1-800-368-5647.

M. WRITTEN AND VERBAL RESCUE PROTOCOL

a. WRITTEN PROTOCAL

SCOPE. This procedure applies to all employees of Atlantic Beach Clubs.

PURPOSE: The purpose of this protocol is to provide a guideline for conducting all water rescue operations.

RESPONSE: The concession is in the middle of two lifeguard stands. It shall be the responsibility of the attendant on duty to immediately contact one of the lifeguards on duty, while the manager shall initiate rescue operations.

PRE-RESCUE OPERATIONS:

The manager on duty shall make the general area safe. This includes securing the area and directing patrons to leave the water. The manager shall enter the water wearing his personal flotation device. The attendant shall remain out of the water and on the scene to keep family or friends informed of the operations.

If a lifeguard has entered the water prior to the manager doing so, the manager shall take on a support role subject to the orders and instructions of the lifeguard.

RESCUE OPERATIONS:

If possible, and the victim is close enough to shore, determine if the victim can be instructed to swim to shore or otherwise assist in his own rescue. The victim should be instructed to hold on to the wave runner only if it is in an upright position.

If the victim appears capable of assisting in his own rescue, but does not appear close enough to shore to swim, the manager shall immediately board a wave runner and motor out to the victim. The manager shall take an additional personal floatation device with him.

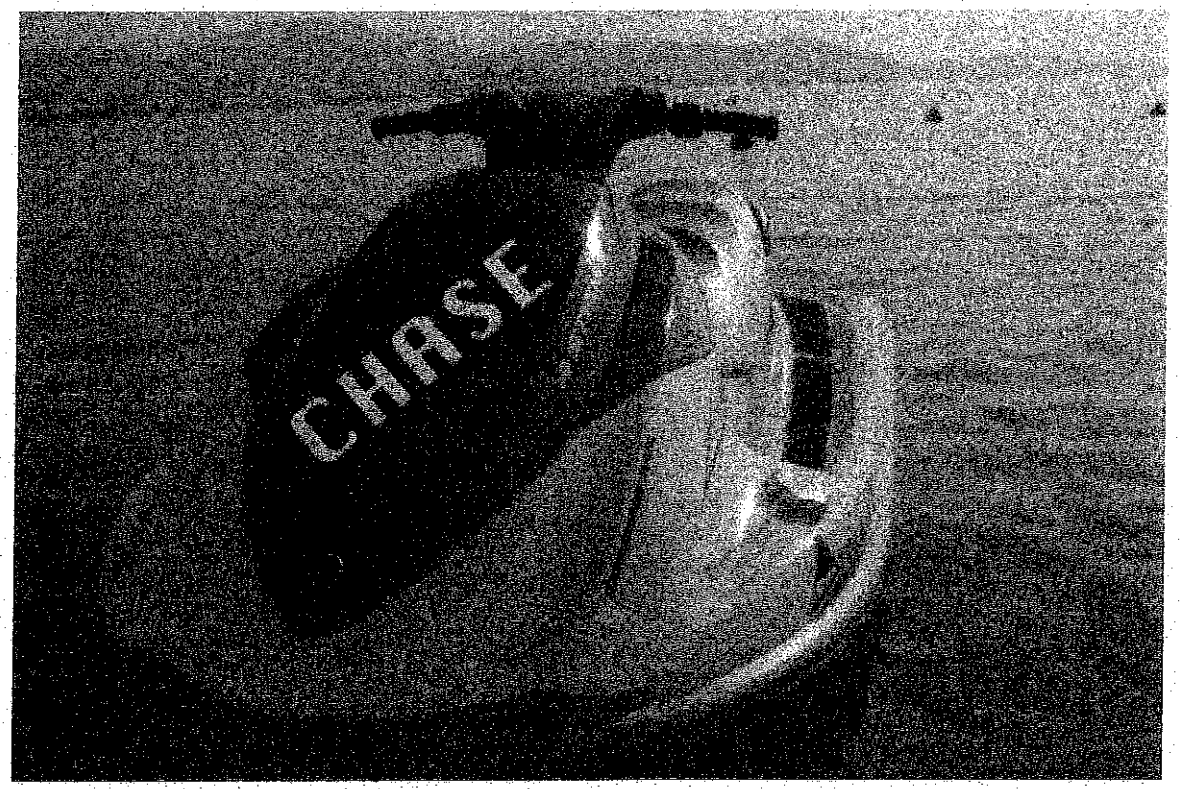
In the event that the victim appears seriously injured, but is breathing, the manager shall stop the chase waver runner next to the victim and assist victim with as little movement of the victim as possible until additional help arrives and the victim's actual condition can be assessed.

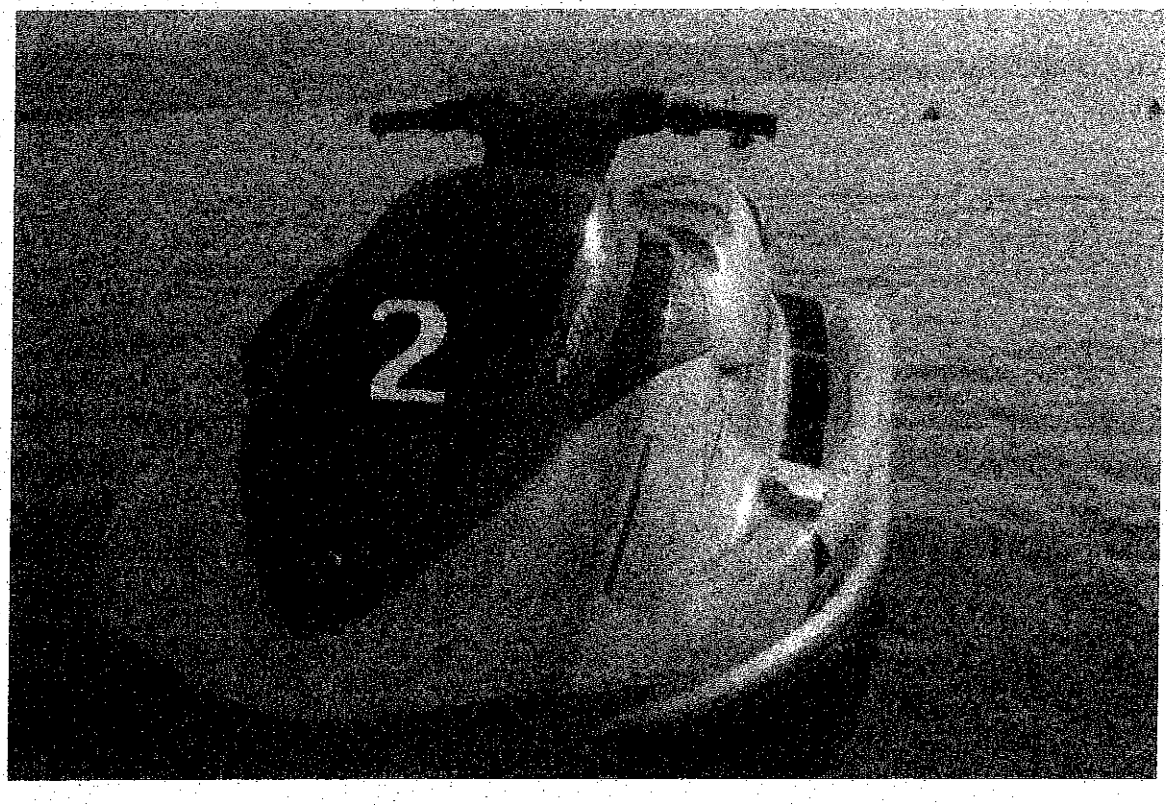
In the event that the victim is unconscious, the manager must return the victim to shore and contact EMS immediately. The manager must do an immediate assessment of the victim. This will include checking the victim's airway, breaching and pulse. CPR must be started immediately if required by the situation and not stopped until EMS arrives on the scene.

b. VERBAL PROTOCOL

Once a month, the written protocol will be read to all personnel during a company meeting called for this purpose.

Following the review of the written protocol, all personnel shall be required to engage in a training schedule that includes practice rescues which rescues will be observed and critiqued by David Nice.


CHASE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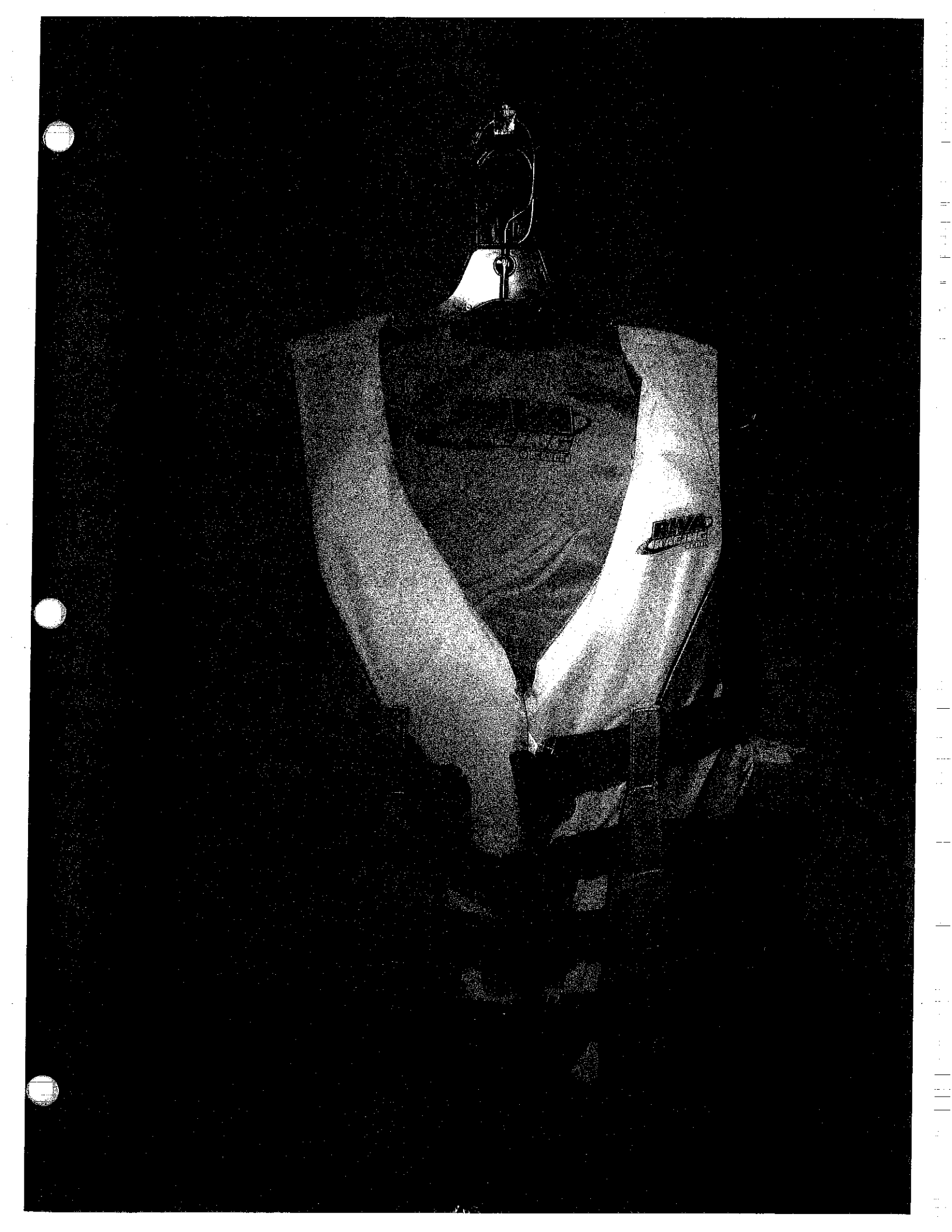


N. INTERNAL CONTROLS TO RECORD RENTALS

1. Written policy and procedure for internal controls to record rentals For Concession Area.

See Exhibits "A", and "B" attached to section E (the "Control Documents")

The supervisor will be responsible for ensuring that a sufficient number of the control documents are at the Welcome Station at the beginning of each day.

Each attendant will attend an Internal Control meeting at the time of employment to ensure that the control documents are completed in an accurate fashion.

The numbered Receipts provide for an original and one copy for each rental contract. In the event that Atlantic Beach Club's proposal is accepted by the city, these Receipts will be changed to include the name of the City. The customer receives a copy of the receipt which contains safety rules. The customer must sign the bottom of the receipt acknowledging that he or she has read and understood the rental contract. The Receipts also must be filled out to record a wide range of necessary information including the customer's name and address, the nature of the equipment, the time in and out of the equipment and the charges for the equipment. Atlantic Beach Clubs will use a wireless credit card terminal that accepts all major credit cards. All customers who use their credit cards for payment must provide Atlantic Beach Clubs with valid photo identification.

The Beach and Water sports Services Department Control Sheet provides for each and every rental contract executed for each day, together with the amount of the sale and a memo, if necessary, regarding that sale. This is a two-part sheet. One copy will go to the night auditor, while the other copy stays on location for City review.

At the end of the day, the Control Sheet will be signed by the attendant in the space entitled total charges after the amount of the total charges is entered.

Mr. David Nice or his designee will have the responsibility for collecting cash during the day and making sure that the control documents are consistent with each other. Mr. Nice will make daily deposits and keep the deposit slips, together with the control documents for that particular day, together.

2. Atlantic Beach Club's accounting systems, planned frequency of reporting Procedures and management control check and balance systems

Atlantic Beach Clubs shall also maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to the contract with the City. Atlantic Beach Clubs shall keep on the premises true, accurate, and complete records and accounts of all rentals. Systems and procedures used to maintain these records will include a system of internal controls and all accounting records will be maintained in accordance with generally accepted accounting principles and will be open to inspection and audit by the City manager or his or her designee upon 72 hours notice.

Such records and accounts will include a breakdown of gross revenue, expenses, and profit and loss statements.

Atlantic Beach Clubs will also maintain such other records as would be required by an independent CPA in order to audit a statement of annual gross revenue and profit and loss statements pursuant to generally accepted accounting principles.

Atlantic Beach Clubs will submit to the City an annual CPA-certified statement of its gross revenue in a form consistent with generally accepted accounting principles. This report will be accompanied by a report from an independent CPA firm. The period covered by the certified statement of gross revenue will coincide with the contract year and will be submitted to the City within sixty (60) days after the end of each contract year.

3. Sample for types of <u>financial operating reports</u> our company will use for this concession- see Exhibit "C" hereto

CLIENT: ATLBE
03/13/12 11:55

ATLANTIC BEACH CLUBS-TWO, INC.
CHART OF ACCOUNTS

Dec 31, 2011

ACCOUNT #	DESCRIPTION	MEMO DEPARTMENTS
Asset		
100	Petty Cash	
101	Cash in Bank	
110	Accounts Receivable	
120	Notes Receivable	
130	Inventory	
150	Land	
151	Buildings & Improvements	
152	Office Equipment	
153	Furniture & Fixtures	
155	Equipment-Jet Ski	
156	Vehicle	
157	Leasehold Improvements	
161	Acc. Depr. - Building & Improvements	
162	Acc. Depr. - Office Equipment	
163	Acc. Depr. - Furniture & Fixtures	
165	Acc. Depr. - Jet ski	
167	Acc. Amort. - Leasehold Improv	
180	Security Deposits	
185	Goodwill	
190	Covenant Not to Compete	
191	Accum. Amort. - Covenant	
Liability		
200	Accounts Payable	
210	Current Portion of Long-term Debt	
211	SUTA	
212	FICA	
213	FWT payable	
214	SIT	
215	FUTA	
216	Corporate Income Taxes	
230	Shareholder Loans	
235	Sales Tax Payable	
250	Note Payable	
279	Less Current Portion of Long-term Debt	
Capital		
300	Capital Stock	
310	Paid in Capital	
318	Retained Earnings	
319	Dividends Paid	
320	Current Earnings	
Revenue		
400	Sales	
490	Interest Income	
Expense		
501	JET SKI PURCHASES	
502	Labor	
503	Supplies	
504	Freight	

CLIENT: ATLBE
03/13/12 11:55
Expense

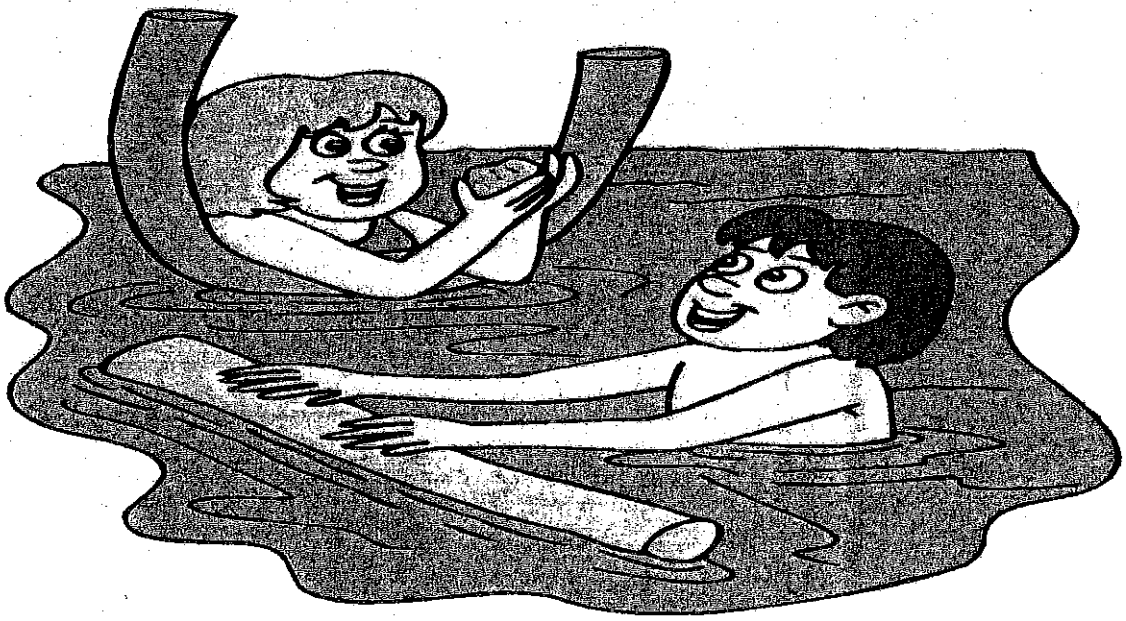
ATLANTIC BEACH CLUBS-TWO, INC.
CHART OF ACCOUNTS

Dec 31, 2011

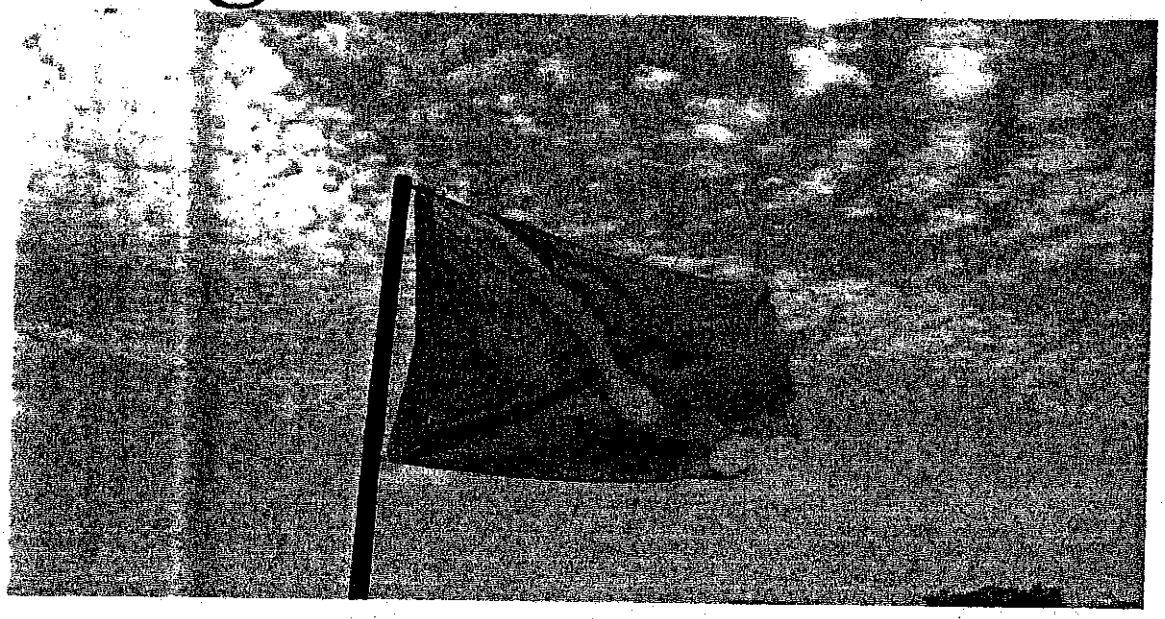
ACCOUNT #	DESCRIPTION	MEMO DEPARTMENTS
399	Inventory Change	
701	Advertising	
703	Loan payments	
707	Auto Expense	
709	Bad Debts	
711	Bank Charges	
714	Casual Labor	
715	Commissions	
716	Continuing Education	
717	Contributions	
718	Credit card expenses	
720	Data Processing	
723	Depreciation	
725	Dues & Subscriptions	
726	Employee Benefits	
727	Entertainment & Promotion	
729	Equipment Rental	
730	Equipment expenses	
731	Loans and personal items	
732	Penalties & Fines	
733	Insurance	
739	Legal & Accounting	
747	Office Expense	
753	Postage	
754	Printing & Copying	
759	Rent	
760	Salaries	
761	Repairs & Maintenance	
763	Security Expenses	
765	Taxes & Licenses	
768	Travel	
769	Payroll Taxes	
777	Telephone	
781	Utilities	
799	Miscellaneous Expense	
951	Provision for Income Taxes	

80 accounts

Man O War
Warning
Please Use Caution
See Beach Attendant
For Details
Enjoy Your "Fun In The Sun"



Please Stay At Least 300 Feet From Scuba Diving Flags!



Signature _____ Print Name _____ Date _____

<u>ALL</u> WAVE RUNNERS <u>MUST</u> REMAIN 500 FEET AWAY FROM OTHER WAVE RUNNERS AND BOATS!

Description of equipment	Rental Rate Year 1	Rental Rate Year 2	Rental Rate Year 3
Waverunner per half hour	$ 75.00	$ 75.00	$ 75.00
Waverunner per hour	$ 130.00	$130.00	$130.00
Waverunner per half day	$ 349.00	$ 399.00	$399.00
Waverunner per day	$ 499.00	$549.00	$549.00
Waverunner passenger fee	$ 10.00	$ 10.00	$ 10.00
Banana Boat 20 minute rider per person	$ 25.00	$ 25.00	$ 25.00

(Use additional sheets if necessary)

Security Deposit required for rental of equipment $ None required

ACORD

ATLABEA-02 ANNM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2011

PRODUCER (252) 261-1903
First Flight Insurance Group, Inc.
P.O. Box 1048
4[illegible] . Croatan Highway
K[illegible] Hawk, NC 27949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Atlantic Beach Clubs II Inc.
4060 Galt Ocean Drive
Fort Lauderdale, FL 33308

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Certain Underwriters at Lloyds	39217
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X $2,500 per occ deductible GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	SA00947-R3-11581	6/24/2011	6/24/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 1,000 $ 1,000,000 $ 1,000,000 $ Excluded
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
etski Rental Operation at the following locations: 4060 Galt Ocean Dr., Fort Lauderdale FL 33308; 1005 Sea Breeze Blvd., Fort Lauderdale FL
3316 CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

ERTIFICATE HOLDER

City of Fort Lauderdale
100 N Andrews Ave.
Fort Lauderdale, FL 33301-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Venice of America

CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2011 – 2012

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 478875
Business Name: ATLANTIC BEACH CLUB TWO
Business Address: 4060 GALT OCEAN DR
Tax Category: WATERCRAFT-USED-RENTALS
Tax# 478875
Fee:

ATLANTIC BEACH CLUB TWO
ATLANTIC BEACH CLUB TWO
4060 GALT OCEAN DR
FORT LAUDERDALE, FL 3[illegible]

*****DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE*****

Business ID:	478875
Tax Number:	478875
Business Name:	ATLANTIC BEACH CLUB TWO
Business Address:	4060 GALT OCEAN DR
Business Owner:	JAMES HARRISON

- ✓ This Receipt issued for the period commencing October 1st and ending September 30th of the years shown above.
- ✓ If you have moved your business, please complete below and bring it into our office.
- ✓ A transfer of business location is subject to zoning approval. Please bring this receipt in to our office to obtain the necessary approval.
- ✓ If you have sold your business, please sign below and mail it to our office, or provide it to the Purchaser to bring into our office along with a Bill of Sale.
- ✓ A Transfer fee applies of 10% of the annual business tax fee, not less than $3.00, no more than $25.00.

Purchaser Name: _____ _____
Print Name Signature

Seller Name: _____ _____
Print Name Signature

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUILDING DEPARTMENT
BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
TEL (954)828-5195 FAX (954)828-6929
WWW.FORTLAUDERDALE.GOV

Rev. 2.a NEW 7/11

Venice of America

CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2011 – 2012

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 514273
Business Name: ATLANTIC BEACH CLUB TWO
Business Address: 4060 GALT OCEAN DR
Tax Category: RENTAL SERVICE
IN CONNECTION WITH MERCHANDISE LICENSE 514273
Fee:

ATLANTIC BEACH CLUB TWO
ATLANTIC BEACH CLUB TWO
4060 GALT OCEAN DR
FORT LAUDERDALE, FL 33308

*****DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE*****

Business ID:	514273
Tax Number:	514273
Business Name:	ATLANTIC BEACH CLUB TWO
Business Address:	4060 GALT OCEAN DR
Business Owner:	JAMES HARRISON

- ✓ This Receipt issued for the period commencing October 1st and ending September 30th of the years shown above.
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Purchaser Name: _____ _____
Print Name Signature

Seller Name: _____ _____
Print Name Signature

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Rev. 2 a NEW 7/11

CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2011 – 2012

Venice of America

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 9801156
Business Name: ATLANTIC BEACH CLUBS
Business Address: 1005 SEABREEZE BLVD
Tax Category: WATERCRAFT-USED-RENTALS
Tax # 728236
Fee:

ATLANTIC BEACH CLUBS
DAVID NICE
4060 GALT OCEAN DR
FORT LAUDERDALE, FL 33308

*****DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE*****

Business ID:	9801156
Tax Number:	728236
Business Name:	ATLANTIC BEACH CLUBS
Business Address:	1005 SEABREEZE BLVD
Business Owner:	NICE,DAVID J

- ✓ This Receipt issued for the period commencing October 1st and ending September 30th of the years shown above.
- ✓ If you have moved your business, please complete below and bring it into our office.
- ✓ A transfer of business location is subject to zoning approval. Please bring this receipt in to our office to obtain the necessary approval.
- ✓ If you have sold your business, please sign below and mail it to our office, or provide it to the Purchaser to bring into our office along with a Bill of Sale.
- ✓ A Transfer fee applies of 10% of the annual business tax fee, not less than $3.00, no more than $25.00.

Purchaser Name: _____ _____
Print Name Signature

Seller Name: _____ _____
Print Name Signature

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUILDING DEPARTMENT
BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
TEL (954)828-5195 FAX (954)828-6929
WWW.FORTLAUDERDALE.GOV

Rev.2.a NEW 7/11

FLORIDA DEPARTMENT OF REVENUE

2012 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

DR-13A
R. 10/11

Business Name and Location Address

ATLANTIC BEACH CLUBS TWO INC
4060 GALT OCEAN DR
FORT LAUDERDALE FL 33308-6501

Certificate Number

16-8012079548-9

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: _____
(Insert name of seller on photocopy) (date)

Presented by: _____
Authorized Signature (Purchaser) (date)