

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**"), effective as of August 7, 2025 (the "**Effective Date**"), is made by and between WHENEVER WATER SPORTS LLC, a Connecticut limited liability company (Florida Division of Corporations Document No. M22000015953) the principal address of which is 1381 North Street, Suffield, Connecticut 06078 ("**Service Provider**"), and the City of Doral, the principal address of which is 8401 N.W. 53rd Terrace, Doral, Florida 33166 (the "**City**") (collectively, the "**Parties**," and each a "**Party**").

RECITALS

WHEREAS, Service Provider has the capability and capacity to provide certain recreational watersport, kayak, and paddleboard equipment rental services; and

WHEREAS, the City desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and the City agree to as follows:

1. Schedules and Attachments. The following schedules and attachments attached hereto (as applicable) are hereby incorporated herein by reference:

1.1 Schedule "A" ("Premises, Term, Revenue Share")

1.2 Schedule "B" ("Rental Services and Service Provider Obligations")

1.3 Schedule "C" ("City Obligations")

2. Purpose and Services. Service Provider provides a self-service recreational watersport equipment rental operation, including (i) installation and maintenance of recreational watersport equipment and rental and storage kiosks that allow said equipment to be rented and accessed by users utilizing Service Provider's mobile website application; (ii) City service support and assistance; and (iii) marketing of the rental operation (collectively, the "Services").

3. Premises. the City now wishes to engage Service Provider, which agrees to be so engaged, to provide the Services at such of the City's parks, recreation, and/or open space areas (the "Premises") as specified in Schedule "A" on the terms and conditions set forth in Schedule "A." As used in this Agreement, the term "State" shall mean the State of Florida, where the Premises are situated.

4. Service Provider Obligations. Service Provider shall:

4.1 Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following roles:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Contract Manager**").

(b) Such number of employees or agents Service Provider deems sufficient to perform the Services set out in Schedule "B" (collectively, with the Service Provider Contract Manager, "**Provider Representatives**").

4.2 Promptly notify the City of changes in Provider Representatives.

4.3 Perform such additional obligations as set forth in Schedule "B."

5. City Obligations. City shall:

5.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**City Contract Manager**"), with such designation to remain in force unless and until a successor City Contract Manager is appointed.

5.2 Require that the City's Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

5.3 Cooperate with Service Provider in its performance of the Services and provide access to City's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

5.4 Use its standard forms of agreement with end users when and as goods or services are provided to end users, including disclaimer of warranty and limitations of liability.

5.5 Perform such other obligations as set forth herein in Schedule "C."

6. Exclusive License. The City hereby grants to Service Provider an exclusive license during the Term of this Agreement to enter upon and utilize the Premises to install,

operate, service, provide, and manage the Services and the equipment appurtenant thereto, and to bring onto the Premises such personnel and equipment as Service Provider deems necessary in connection with the Services. This exclusive license shall allow Service Provider to erect and store such equipment and materials on the Premises as is necessary for provision of the Services. Service Provider acknowledges that City's Premises are subject to varying rules and regulations, the applicability of which may depend on the particular location of the Premises, and that Service Provider shall use best efforts to comply with said applicable rules and regulations. The City agrees that during the Term of this Agreement, Service Provider shall be the sole recreational watersport equipment rental operator with the right to use the Premises for that purpose.

7. Fees and Expenses.

7.1 In consideration of the provision of the Services by the Service Provider and the rights granted to the City under this Agreement, the City shall pay to Service Provider the initial activation fee(s) (as applicable) set forth in Schedule "A." Unless otherwise provided in Schedule "A," said fee will be payable within thirty (30) days of receipt by the City of an invoice from Service Provider but in no event more than sixty (60) days after the City's receipt of said invoice.

7.2 The City and Service Provider agree to share revenues from the Services rendered at the Premises on such terms and conditions (if applicable) as set forth in Schedule "A."

7.3 The City shall reimburse Service Provider for all non-standard repairs incurred in Service Provider's provision of the Services within thirty (30) days of receipt by the City of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation. "Non-standard repairs" shall include, but are not limited to, (i) removal or relocation of Service Provider's lockers and/or rental kiosk upon receipt by Service Provider of written request by the City; (ii) replacement or repair to Service Provider's lockers, rental kiosk, or recreational water sport equipment, from damage due to vandalism, natural disaster, negligence by the City, or other such forces not caused or attributable to Service Provider, Service Provider's provision of the Services, or the regular wear and tear to the equipment reasonably incurred in performance of the Services. In the absence of prompt payment, Service Provider may offset amount so expended from any amounts otherwise due City under this Agreement, including such portion of the City's revenue-share, if applicable.

7.4 The City shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the City hereunder; and to the extent Service Provider is required to pay any such sales, use, excise, or other taxes or other duties or charges, the City shall reimburse Service Provider in connection with its payment of fees and expenses as set forth in this Section 7. Notwithstanding the previous sentence, in no event shall the City pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

7.5 Except for invoiced payments that the City has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 18% per year, or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. The City shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the City fails to pay any undisputed amounts/fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

7.6 The Parties agree to abide by such terms and conditions as set forth in Schedule "A."

8. Liability.

8.1 The Service Provider assumes all risk in any activity permitted or required by this Agreement and will be solely responsible for any damages from accidents or injuries to persons or property arising out of its operations.

8.2 The Service Provider is liable for any damage arising from the carelessness, negligence, or improper conduct of the Service Provider and their employees, representatives, or agents. The Service Provider will save and hold harmless, defend, and indemnify the City, the City's elected officials, and their officers, employees, and agents, against any liability, claims, judgments, attorney's fees, or costs for:

a. Injury to, or death of, any person; or

b. The loss of or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Agreement; or

c. Damages resulting from any act, or failure to act, by the Concessionaire, their respective employees, agents, or representatives to the extent allowed by law.

8.3 Within five (5) days of receiving service of process, the Concessionaire will notify the Department's Agreement Manager of any legal actions filed against the Concessionaire related to the Park, to Concessionaire's Services, or that may adversely affect the Department. The Department, the State of Florida, and the Board of Trustees do not waive sovereign immunity or the provisions of Section 768.28, Florida Statutes (F.S.). Nothing herein will be construed as consent to be sued by third parties.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to the City under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of the City or City materials shall be owned by Service Provider. Service Provider hereby grants the City a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sub-licenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable City to make reasonable use of the Deliverables and the Services.

10. Confidentiality. Subject to any applicable public records law, from time to time, during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of the Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within fifteen (15) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 10; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is

independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 10, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

11. Term, Termination, and Survival.

11.1 This Agreement shall commence as of the Effective Date and shall continue thereafter as set forth in Schedule "A" unless sooner terminated pursuant to this Section 11.

11.2 Unless otherwise prohibited by law, either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, or such material breach is incapable of cure.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws.
- (d) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) business days after filing.
- (e) Is dissolved or liquidated or takes any corporate action for such purpose.

(f) Makes a general assignment for the benefit of creditors.

(g) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(h) If City no longer owns or no longer has the right to license the Premises, as specified herein this Agreement. In advance of any change in ownership of the Premises, City will provide Service Provider with at least fifteen (15) business days prior written notice of such change of ownership.

11.3 Notwithstanding anything to the contrary in this Section 11, Service Provider may terminate this Agreement before the expiration date of the Term upon written notice to City if City fails to pay any amount when due hereunder: (a) and such failure continues for thirty (30) days after City's receipt of written notice of nonpayment.

11.4 No later than thirty (30) days' time after termination or expiration of this Agreement, Service Provider shall collect and remove all of Service Provider's equipment and items located on the Premises.

11.5 Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 10 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

12. Staffing.

12.1 The Service Provider will provide adequate staffing and oversight to operate the Services. Staffing levels will be by mutual agreement of the parties and to the standards acceptable to the Department. The Service Provider will ensure that all employees will display a courteous, friendly, and helpful attitude.

13. Contact.

13.1 The Service Provider will maintain a telephone as a public and vendor contact point that will be staffed during operating hours. If an answering device is used, calls must be returned within twenty-four (24) hours. The Concessionaire will post contact information and instructions at identified Facilities for visitors to report concerns with maintenance and cleaning.

14. Liability Waivers.

14.1 For recreational equipment rental and guided tours, the Service Provider will ensure each customer, or the parent or guardian of a minor, signs a liability waiver. The Concessionaire will obtain liability waivers signed by customer for other services if the City deems it necessary. Waivers seeking parents' or guardians' signature on behalf of a minor will comply with the form requirements set forth in Florida Statutes §744.301.

15. Insurance.

15.1 The Service Provider will secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, coverage for factors relevant to the Service Provider's business, personal and property damage, and/or provide coverage for contents of the Facilities and space as stated herein, as amended or expanded from time to time, including additional products, services, and expansion of the Service Provider's services.

15.2 Commercial General Liability Insurance coverage must include coverage for all claims that may arise from the Services and/or operation(s) provided under this Agreement, whether such services and/or operations are by the Service Provider or anyone directly or indirectly employed by the Service Provider. The minimum limits of liability will be \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

15.3 Automotive. The Service Provider will secure and maintain Commercial Automobile Liability insurance for company-owned vehicles, and for hired and non-owned vehicles, that are used to conduct business and provide Services. For these vehicles, the Service Provider will have a minimum combined single limit of \$1,000,000. Commercial Automobile Liability insurance coverage may be provided as either vehicle specific coverage or as a coverage for the business' use as a rider on the Service Provider's general liability insurance policy.

15.4 Workers' Compensation. The Service Provider will secure and maintain, during the life of this Agreement, Workers' Compensation insurance for its employees. The Service Provider will provide evidence of the coverage to the City prior to the Service Provider signing the Agreement.

15.5 The self-insurance program or insurance coverage will comply fully with the Florida Workers' Compensation Law and the Merchant Marine Act of 1920 (P.L. 66-261), commonly known as the Jones Act, including any subsequent amendments or conditions. In case any class of the employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Service Provider will provide adequate insurance, satisfactory to the Department, for the protection of its employees.

16. E-Verify.

16.1 Pursuant to State of Florida Executive Order Number 11-116, the Service Provider is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Service Provider during the Agreement's term.

17. Sexual Predator and Offender Check.

The Service Provider will conduct a sexual predator and sexual offender check on all employees and subcontractors prior to executing this Agreement, and will conduct a sexual predator and sexual offender check on all employees and subcontractors hired subsequent to execution of this Agreement. The Service Provider will keep a copy of its investigation records in the Service Provider's personnel files and have that file available to the Department during the Service Provider's regular office hours. The Service Provider will not employ any person within the Park who is listed on either the sexual predator or sexual offender list maintained by the Florida Department of Law Enforcement ("FDLE") or maintained by the U.S. Department of Justice's Dru Sjodin National Sex Offender Public Website ("NSOPW"). The Service Provider will be responsible for including this provision in all subcontracts entered into under this Agreement. The City has the right to conduct criminal background checks and additional sexual predator and sexual offender checks on the Service Provider's Agreement's officers, employees, and subcontractors during the term of this Agreement. If the Service Provider or any subcontractor knowingly employs a sexual predator or sexual offender or fails to perform the required research of the FDLE list or the NSOPW, the violation will be cause for the Service Provider's immediate unilateral termination of this Agreement.

18. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

19. Publicity. Subject to the prior written approval of City, Service Provider may issue a press release or otherwise advertise the Parties' relationship hereunder, and may use City's name, logo, trademarks, and service marks to (i) create marketing and advertising materials for the City to promote the Services, and (ii) place the City on Service Provider's City list, which may be displayed on Service Provider's website and in other publications.

20. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested and postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 16.

Notice to City:

Zeida Sardiñas

City Manager

8401 N.W. 53rd Terrace

Doral, Florida 33166

with a copy to:

Lorenzo Cobiella, Esq.

City Attorney

8401 N.W. 53rd Terrace

Doral, Florida 33166

Notice to Service Provider:

Mail: 1381 North Street Suffield, Connecticut 06078

Email: contact@wheneverwatersports.com

21. **Severability**. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. **Amendments**. No amendment to, modification of, or rescission, termination, or discharge of, this Agreement is effective unless it is (i) in writing, (ii) identified as an amendment to, or rescission, termination, or discharge of, this Agreement, and (iii) signed by an authorized representative of each Party.

23. **Waiver**. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

24. **Assignment**. City shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the City of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without City's consent.

25. **Successors and Assigns**. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

26. **Relationship of the Parties**. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, City being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling, and directing the details

and manner of the completion of the Services. Nothing in this Agreement shall give the City the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the City's final approval and shall be subject to the City's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

27. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

28. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, United States of America (including its statutes of limitations and section 685.101, Florida Statutes, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

29. Florida Public Records Retention. The Service Provider acknowledges and agrees to comply with the City's public records retention requirements under Florida law, including but not limited to Chapter 119, Florida Statutes. The Service Provider shall maintain all records created or received in the course of performing services under this Agreement in accordance with the applicable retention schedules established by the Florida Department of State.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the Circuit or County Court in and for the County in the State in which the Premises are situate; provided that Provider shall have discretion to remove such proceeding to the US District Court with subject matter jurisdiction in which the Premises are situate. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts, and agrees to bring any such action, litigation, or proceeding only in the Circuit or County Court in and for the County in the State in which the Premises are situate. Each Party agrees that a final

judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Miscellaneous. The recitals stated at the beginning of this document are incorporated into and made a part of this Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior letters, agreements, and memoranda of understanding. This Agreement may not be amended, and no obligation hereunder shall be deemed waived, except by a writing signed by the party against whom enforcement of the modification is sought. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Time is of the essence of this Agreement. If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations, or liability under or by reason of this Agreement. The various headings and titles used herein are for convenience only and shall not affect the interpretation of any of the provision hereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular number shall include the plural, and vice-versa. The parties hereby acknowledge that this document is a product of intense negotiation between the parties and agree that any interpretation hereof shall not be construed against the drafter hereof. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. The signatures of all the parties do not need to be on the same counterpart for it to be effective. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement. Each party hereby agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonably request in order to give effect to the provisions and purposes of this Agreement. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. EACH PARTY WAIVES THE RIGHT TO JURY TRIAL with respect to any controversy or claim arising out of or relating to this Agreement and the Services. If any legal action shall be instituted to interpret or enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, including those incurred on appeal. All representations,

warranties, and indemnifications made in this Agreement, and all terms and provisions hereof intended to be observed and performed after the expiration or termination hereof, shall survive such expiration and termination and continue, thereafter, in full force and effect.

32. Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the Electronic Signature Act of 1996 (§ 668.001 et seq., Fla. Stat.) and the Uniform Electronic Transaction Act (§ 668.50, Fla. Stat.) as amended from time to time, and pursuant to 15 U.S.C. § 7001.

33. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the City to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within fifteen (15) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice the other Party may thereafter terminate this Agreement upon fifteen (10) days' written notice. [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the Effective Date by their respective duly authorized officers. **Service Provider:**

WHENEVER WATERSPORTS LLC, a Connecticut limited liability company

By: Michael Uliasz

Its: Co-Founder

Date: 8/4/2025

City :

Zeida Sardinas

By: Seil P. Santos

Its: City Manager

Date: 8/7/2025

MASTER SERVICES AGREEMENT

SCHEDULE "A"

PREMISES, TERM, REVENUE SHARE

1. **Premises.** Service Provider shall provide the Services at the following of City's parks, recreation, and/or open space areas (collectively, the "Premises"):

- (i) Doral Central Park - 3005 NW 92nd Ave, Doral, FL. 33172
Designated vending area shown in Attachment A
- (ii) Doral Glades Park - 7600 NW 98th Pl., Doral, FL. 33178
Designated vending area shown in Attachment B
- (iii) _____

2. **Term.**

2.1 **Initial Term.** The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of 5 year(s) after the Effective Date, unless earlier terminated in accordance with the provisions of this Agreement (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall continue in force until either party hereto shall notify the other party in writing of its intent to terminate this Agreement, in which event this Agreement shall terminate ninety days' time from and after the date of termination specified in such notice. Such date so specified shall not be a date earlier than the date on which such notice is given.

3. **Initial Activation Fee.**

3.1 **Amount.** ☒ If this box is selected, City agrees to pay to Service Provider an initial activation fee in the amount of \$39,998 (\$) (the "Activation Fee") in consideration of the provision of the Services by the Service Provider and the rights granted to City under this Agreement.

3.2 **Payment of Activation Fee.** The Activation Fee shall be payable within thirty (30) days of receipt by City of an invoice from Service Provider but in no event more than sixty (60) days after City's receipt of said invoice.

4. **Revenue Share.**

4.1 **Amount.** City shall receive twenty five percent (25 %) of the gross rental revenue received from the Services on the Premises, less the direct costs incurred by Service Provider for any non-standard repairs. “Gross rental revenue” does not include any applicable sales or use tax collected by Service Provider.

4.2 **‘Non-Standard Repairs’ Defined.** “Non-standard repairs” shall include, but are not limited to, (i) removal or relocation of Service Provider’s lockers and/or rental kiosk upon receipt by Service Provider of written request by City; (ii) replacement or repair to Service Provider’s lockers, rental kiosk, or recreational water sport equipment, from damage due to vandalism, natural disaster, negligence by City, or other such forces not caused or attributable to Service Provider, Service Provider’s provision of the Services, or the regular wear and tear to the equipment reasonably incurred in the day-to-day performance of the Services.

4.3 **Revenue Share Payment.** Revenue share payments shall be payable by Service Provider to City on the 15th () day of the following pay period (to be determined by selecting the appropriate box):

- ☐ monthly,
- ☐ quarterly, or
- ☒ annually,

by check mailed to the following address designated by City:

MASTER SERVICES AGREEMENT

SCHEDULE “B”

RENTAL SERVICES AND SERVICE PROVIDER

OBLIGATIONS

1. Rental Services.

1.1 **Rental Kiosk(s).** Service Provider will deliver, install, activate, and make available on the Premises the following self-service watersport rental kiosk(s) with storage lockers (to be determined by selecting the appropriate box) (collectively, the “Rental Kiosk”):

- ☒ Four (4) Slot Rental Kiosk.
Number: 1.
- ☒ Eight (8) Slot Rental Kiosk.
Number: 1.
- ☐ Twelve (12) Slot Rental Kiosk.
Number: .

1.2 **Equipment.** Each Rental Kiosk shall include the following items of recreational watersport equipment and related safety gear (to be determined by selecting the appropriate box) offered by Service Provider for rent by end-users utilizing Service Provider’s mobile website application (collectively, the “Equipment”):

- ☒ Sit-on-top kayaks (with associated paddles).
Number: 7x single + 5x tandem
- ☐ Sit-on-top stand-up paddleboards (with associated paddles).
Number: .
- ☒ Personal flotation devices (“PFDs”).
Number: 17x.
- ☒ Emergency whistles.
Number: 17x.

1.3 **Storage.** When not in use, all Equipment shall be stored in a tamper proof locker provided, maintained, and installed by Service Provider. The locker shall include individual storage units suitable to store each item of the Equipment.

Each storage unit shall be secured by a remote-controlled cellular lock operated, provided, and maintained by Service Provider.

1.4 **Maintenance**. Service Provider's maintenance personnel, including but not limited to independent contractors engaged by Service Provider, shall be allowed to visit the Premises during business hours (or by arrangement with as City) to perform general and regular inspection, maintenance, and cleaning of all Equipment to ensure that all Equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any Equipment available for rent, such Equipment shall be made unavailable to users and removed and repaired by Service Provider.

2. **Customer-Service Support**. Service Provider shall provide technical support and assistance services to end-users of the Equipment to resolve safety, operational, and general inquiries, including billing and technical issues.

3. **Signage**. Service Provider shall have the option to provide safety, instructional, and/or advertising signage at the Premises. Service Provider may obtain third-party sponsors for the signage and retain all revenue collected therefrom. Prior to installation of any signage on the Premises, Service Provider shall submit designs and installation plans of any proposed decals and/or signage for City's pre-approval, which shall not to be unreasonably withheld. Service Provider shall be solely responsible for installation and maintenance of any decals or signage.

4. **Marketing**. At its discretion, Service Provider may develop a website designed to market the Services prior to launch, such website to be delivered to City for City's pre-approval, which shall not be unreasonably withheld. Service Provider may also advertise the Services through social media and partnerships with local businesses.

5. **Service Provider Contract Manager**. Service Provider hereby designates the following primary contact to act as its authorized representative with respect all matters pertaining to this Agreement:

Michael Ulitsch

Mail:

1381 North Street

Suffield, Connecticut 06078

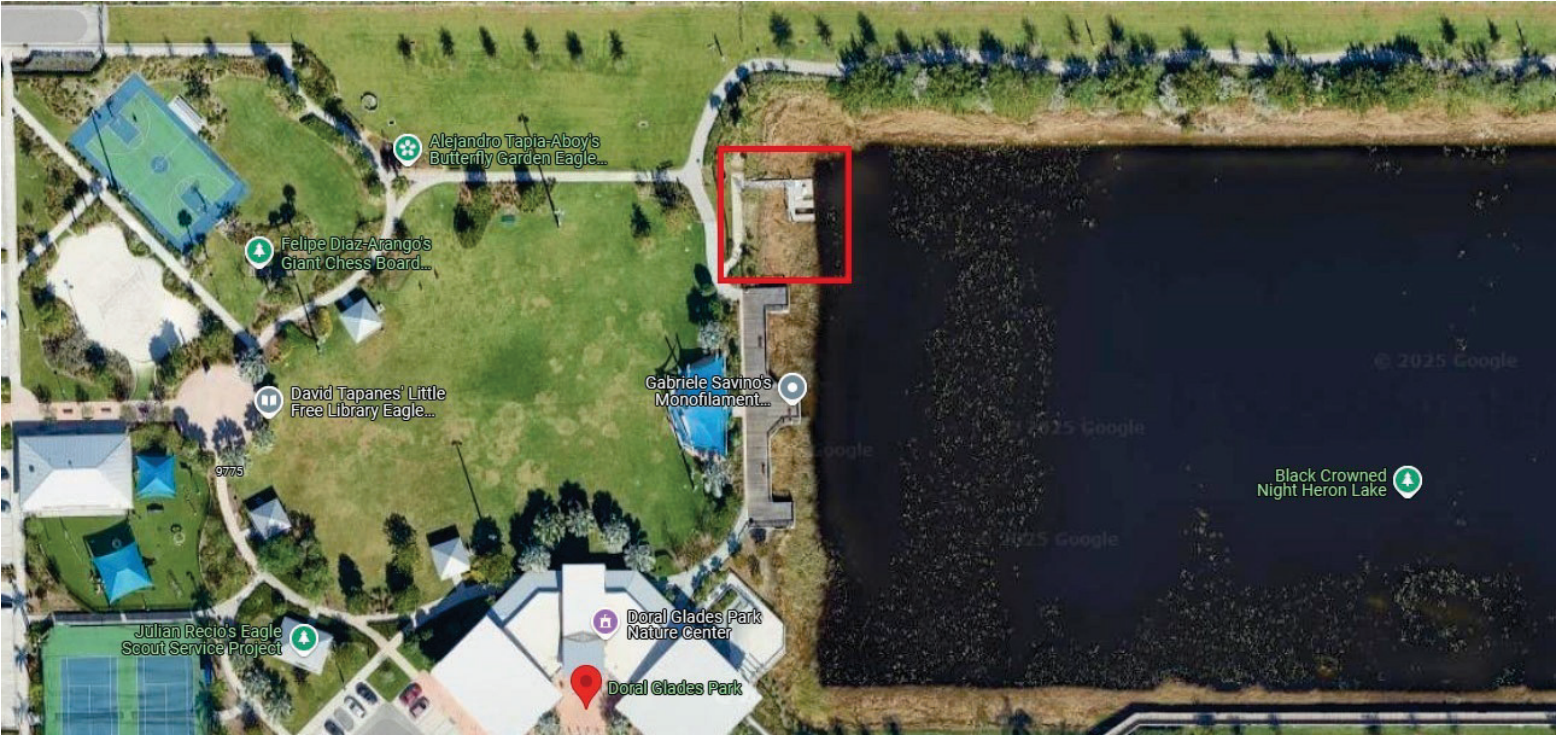
Email: contact@wheneverwatersports.com

Michael Festa, Parks & Recreation Director

Attachment A



Attachment B





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2025

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

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

PRODUCER S.T Good Insurance of Florida Inc 2501 SE Aviation Way Stuart Jet Center Suite H Stuart FL 34996	CONTACT NAME: Tammy Waddington PHONE (A/C, No, Ext): (772) 287-3625 FAX (A/C, No): (772) 287-3516 E-MAIL ADDRESS: twaddington@stgoodinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Swiss Re Corporate Solutions American Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Swiss Re Corporate Solutions American Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Whenever Watersports LLC 1156 North Grand Street West Suffield CT 06093															

COVERAGES**CERTIFICATE NUMBER:** CL2571154472**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			50R0000113-00	07/11/2025	07/11/2026	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Protection and Indemnity	\$ 1,000,000	
A	AUTOMOBILE LIABILITY			50C2002388-11	07/11/2025	07/11/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

Hired and Non owned auto insurance only applies to Florida, Texas, and Illinois.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2025

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							MED EXP (Any one person) \$ 5,000
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							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Protection and Indemnity \$ 1,000,000
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	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is included as additional insured in regards to general liability when required by written contract. A waiver of subrogation applies in favor of the certificate holder when required by written contract. A 30 day notice of cancellation will be sent to the certificate holder with the exception of cancellation from non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Doral 8401 NW 53rd Terrace Doral FL 33166	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Cathy Reed</i></p>
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