



OFFICE OF THE COUNTY ATTORNEY

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MEMORANDUM

Date: April 22, 2019
To: Charlie Hunsicker, Director, Parks and Natural Resources Department
Through: Mitchell O. Palmer, County Attorney *MOP 4-25-19*
From: Alexandria C. Nicodemi, Assistant County Attorney *acw*
RE: **Manatee Beach Concession Agreement; CAO Matter No. 2018-0367**

This memorandum is in response to the above referenced Request for Legal Services ("RLS") in which you asked this office to draft an Amended and Restated Franchise License Agreement between Manatee County and United Park Services, Inc. for the Concessions at Manatee Beach ("Restated Agreement") that is consistent with the Amended and Restated Franchise License Agreement for Coquina Beach (RLS 2018-0366).

This Restated Agreement is drafted in response to RLS 2018-0281 in which this office advised the Restated Agreement will serve to reconcile any discrepancies in expenditures between both parties and incorporate all six amendments that have been made under the prior agreement. Per your request, I have drafted the Restated Agreement so that both Manatee and Coquina Beach agreements are now consistent with one another. (*See Attached*).

As I advised in RLS 2018-0366, please present both beach agreements to the Board of County Commissioners for approval despite calling for the purchasing official's signature. This completes the response to your RLS. If you have any further questions, comments, or concerns, please feel free to contact me.

Copies to:

Cheri Coryea, Acting County Administrator
John Osborne, Deputy County Administrator
Karen Stewart, Acting Deputy County Administrator
Debbie Voorhees, Contract Manager, Parks and Natural Resources Department

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

**AMENDED AND RESTATED
FRANCHISE LICENSE AGREEMENT**

between

MANATEE COUNTY

and

UNITED PARK SERVICES, INC.

for

CONCESSIONS AT COUNTY FACILITIES AT MANATEE BEACH

This Amended and Restated Franchise License Agreement, is made and entered into this _____ day of _____, 2019 (“Effective Date”) hereinafter referred to as “Agreement” by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY,” and UNITED PARK SERVICES, INC., a Florida corporation, whose address is 4737 Dolphin Cay Lane, #602, St. Petersburg, FL 33711, a Florida corporation hereinafter referred to as “LICENSEE.”

WHEREAS, the COUNTY has concession facilities at Manatee Beach, 4000 Gulf Drive, Holmes Beach, Florida as shown in the attached Exhibit “A” (“Site Plan”); and

WHEREAS, the COUNTY has solicited competitive proposals for operation of concession services pursuant to Manatee County Request for Proposal No. 10-3347MA (“RFP”), and has successfully negotiated this Agreement with LICENSEE, the successful proposer; and

WHEREAS, the LICENSEE possesses the financial, legal, technical and experiential resources to enable it to fully perform the obligations contained herein; and

WHEREAS, Manatee County Code Section 2-24-11 authorizes the Board of County Commissioners (“Board”) to grant this Agreement; and

WHEREAS, the parties to this Agreement entered into a Franchise License Agreement for Concessions at COUNTY Facilities at Manatee Beach dated July 20, 2010 (the “Prior Franchise Agreement”); and

WHEREAS, the COUNTY and LICENSEE wish to enter into this Agreement, in order to amend and restate the Prior Franchise License Agreement for Concessions at County Facilities at Manatee Beach in its entirety, to incorporate changes to Articles of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, provisions, terms, promises, and conditions contained herein, the parties agree as follows:

ARTICLE 1: AMENDMENT RESTATEMENT PURPOSE/GRANT OF LICENSE

To enhance and promote Manatee County as a unique community, and provide for the comfort and enjoyment of the use of Manatee Beach Park (“Park”) by its patrons, the COUNTY hereby grants unto the LICENSEE the right and privilege to provide the COUNTY with exclusive concession services in accordance with the terms, conditions and limitations of this Agreement. It is intended that LICENSEE create a visually pleasing, inviting impression at the Park facility through its continued promotion of a tropical, coastal community feel. This Agreement

shall serve to supersede and replace all prior agreements and amendments including without limitation to the Prior Franchise Agreement.

This Agreement and the rights and privileges granted to LICENSEE hereunder for the sale of food and beverages and retail items and rental of specified equipment are exclusive except as follows:

- A. The COUNTY'S periodic authorization, via Special Event Permit, of the use of the Park or allowing the use of the Park by others, for the purpose of holding and conducting special events including the vending of food and beverages which may be in direct or indirect competition with the LICENSEE'S right to vend food and beverages as provided under this Agreement.
- B. The right of COUNTY, upon a determination that it is in the public interest, to establish additional locations for the sale of food and/or beverage, other retail items, or other rental or revenue generating items by obtaining additional vendors or use of its own employees.
- C. Except as specifically provided for herein with respect to the LICENSEE'S use and operation of the facilities in the Park under this Agreement, the COUNTY shall at all times continue to retain and have the unqualified right to make any and all determinations concerning or relating to the Park, including but not limited to, establishing operating procedures, safety standards and/or fees or fines.

ARTICLE 2: COMPENSATION

The LICENSEE shall make a monthly percentage payment to the COUNTY of twelve and one-half percent (12.5%) of the total gross of all sales (less sales tax). Of such total payment, eleven percent (11.0%) shall be considered rent to the COUNTY and one and one-half percent (1.5%) shall be retained by the COUNTY, to be allotted for Capital Improvements/Investments, as identified below. Payment shall be made monthly, as of the fifteenth (15th) business day of the following month ("Due Date"), with interest accruing after ten (10) calendar days of that date.

In addition to applicable sales tax, the LICENSEE shall be solely responsible for any ad valorem, rental or similar taxes levied upon the LICENSEE'S equipment or activities arising from this Agreement. LICENSEE shall pay all such taxes directly to the entity or agency assessing the taxes, unless COUNTY is required by law to collect and remit such taxes. LICENSEE shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes.

In the event LICENSEE fails to pay COUNTY any of the fees or charges due under the provisions of this Agreement, interest at one and one-half percent (1 1/2%) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the Due Date. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this Agreement for default or from pursuing any other remedies as provided herein or by law. The COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by LICENSEE in the payment of any fees or charges on the date the same shall be due and payable.

ARTICLE 3: PAYMENT

LICENSEE shall remit monthly payments, fees and charges in the form of an Automatic Clearinghouse (“ACH”) remittance to the bank account of the Board of County Commissioners of Manatee County, Florida, on or before the due dates specified in Article 2, Compensation. Notification of the total ACH wire amount, the underlying compensation amounts which comprise it, the ACH confirmation number and the settlement date must be provided by the LICENSEE to the COUNTY by e-mail or fax to the Parks and Natural Resources Fiscal Services Manager or designee specified in Article 14, Notices. The bank account number and ACH remittance instructions will be separately provided by the Finance Division of the Clerk of the Court, after this Agreement has been executed.

ARTICLE 4: CASH HANDLING REQUIREMENTS

LICENSEE shall provide, operate and maintain equipment such as cash registers, or any other electronic or mechanical device used for recording sales. Daily register tapes or electronic transaction detail records shall be dated and number referenced and kept as a permanent record for a period of at least five (5) years. The proper functioning and maintenance of the cash register is the responsibility of the LICENSEE. In the event of a need for repair of a cash register machine, such repair shall be required to occur within a forty-eight (48) hour period to assure accountability and proper recordkeeping.

All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. All transactions devices shall be visibly displayed so that the amount can be viewed by customers from a reasonable distance. No register or device in which cash sales are recorded and deposited shall be opened without recording the date and the time of said opening. Cash register or device drawers shall be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

Cash registers shall have sufficient keys for proper segregation of transactions and meet all accepted standards of accounting systems and cash control. All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices immediately upon sale to each paying customer and shall not delay or “gang” register or record such sales.

ARTICLE 5: MAINTENANCE OF RECORDS; REPORTS; AUDITS; LICENSES

- A. LICENSEE shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to ensure proper accounting of funds and compliance with the provisions of this Agreement and provide reporting thereof to the COUNTY upon request. LICENSEE shall maintain records of all monies collected by LICENSEE in its operations under this Agreement.
- B. LICENSEE shall provide a monthly report of revenue with gross receipts, in a form acceptable to the COUNTY. The report shall be applicable to the month for which payment is being made in accordance with the established due date. This report shall be signed by the

Treasurer, President or CEO of LICENSEE certifying the accuracy of the report and gross receipts.

- C. LICENSEE shall, at its own expense, obtain an annual audit of its financial statements, including an annual Balance Sheet and Statement of Income (P & L Report), related to its management of COUNTY Properties under this Agreement. As a part of this audit, an independent accountant shall attest to the accuracy of financial reports and subsequent gross receipts per month arising from LICENSEE'S operations. This audit report shall be submitted to the COUNTY by June 1st of each calendar year during the term and within ninety (90) calendar days of the termination of this Agreement. The term "audit" shall have the same meaning as that given to it in the Generally Accepted Auditing Standards promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants.
- D. The term "gross receipts" as used in this Agreement shall mean all monies paid or payable to or considerations of determinable value received by the LICENSEE for sales made, transactions had, or for services rendered from all sources in the operation of the concession under this Agreement regardless of when or where the order is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis, or in consideration of any other thing of value; provided, however, that any sales taxes imposed by law directly payable by the LICENSEE to a taxing authority, sales refunds, and discounts/comps are excluded therefrom.
- E. Upon request by COUNTY, LICENSEE shall provide COUNTY all information, reports, records and documents required by this Agreement. Inspection or copying of such information, reports, records and documents will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or LICENSEE made by any local, state or federal agency. To the extent such materials are in the possession of a third party, LICENSEE must obtain and provide a copy of said audit to COUNTY, or certify in writing to COUNTY why it was unable to do so. LICENSEE shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- F. LICENSEE shall obtain any licenses required for its operations and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by LICENSEE. LICENSEE shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.
- G. The LICENSEE'S performance shall be reviewed at least annually by the COUNTY and a Vendor Performance Report of the review shall be completed and provided to LICENSEE. Any operational or compliance deficiencies shall be noted in the report and promptly remedied by LICENSEE. As part of the annual review, LICENSEE and COUNTY shall discuss any operational, policy or service modifications that would enhance the benefit and value of the concession to the public. LICENSEE must obtain COUNTY approval prior to implementing any such modifications.

ARTICLE 6: TERM AND RENEWAL

This Amended and Restated Agreement provides for two (2) five (5) year terms. The first five (5) year term shall begin on _____, 2019 and end _____, 2024, unless this term is earlier terminated as provided herein.

The second five (5) year term of this Agreement shall begin on _____, 2024 and end _____, 2029, unless this term is earlier terminated as provided herein.

County shall have the option to renegotiate Article 2 Compensation based on the previous five (5) year gross sales for any renewal.

Provided there has been no default under this Agreement by LICENSEE prior to the expiration of the initial term, LICENSEE may, by written notice to the COUNTY at least one hundred twenty (120) days before the end of the initial term, request renewal for the second five (5) year term. Unless the COUNTY exercises its right not to renew, the Agreement shall renew automatically.

Should LICENSEE fail to provide notice one hundred twenty (120) days prior to the end of the first five (5) year term as required above, COUNTY shall make written demand upon LICENSEE and LICENSEE shall within seven (7) days thereafter advise COUNTY of LICENSEE'S desire to renew this Agreement. If LICENSEE should fail to respond within such seven (7) day period, this Agreement shall terminate without the requirement of any further notice to LICENSEE.

ARTICLE 7: THE FACILITIES EQUIPMENT, MAINTENANCE AND ADDITIONAL IMPROVEMENTS

As used herein, the "Facilities" are those buildings at depicted in Exhibit "A" labeled Manatee Beach Gulf Side Concession Area, attached hereto and made a part hereof.

- A. The LICENSEE shall be permitted to utilize space seventy-five (75) feet from the perimeter edge of the wooden deck area for additional seating and live music, subject to compliance with all applicable rules and regulations of COUNTY and other governmental authorities.
- B. LICENSEE shall provide all equipment to be used at the Facilities needed to perform under this Agreement. LICENSEE shall bear the cost of all charges and expenses related to any and all improvements in the equipment and fixtures as shall be necessary for the LICENSEE'S performance of this Agreement.
- C. So long as this Agreement shall be in effect, LICENSEE shall, except as otherwise provided herein, maintain the Facilities in good order and repair and shall keep the Facilities in a clean and functioning condition at all times, free of all trash, litter and debris. This obligation includes, but is not limited to:
 - 1. The maintenance and upkeep of the patio, walkways and areas adjacent to the Facilities measuring a distance not less than one hundred feet (100') from the concrete edge of the perimeter of the Facilities.

2. Providing adequate COUNTY supplied paper stock in the restrooms immediately adjacent to the concession building as requested.
3. Providing trash and recycle collection receptacles around the perimeter of the building and transferring trash generated by the service's operations to the dumpsters on an as needed basis. Dumpster enclosure doors shall be kept closed. Trash receptacles located in areas exposed to the public shall be kept clean and stain free and not permitted to overfill.
4. Maintaining surrounding walkways and eating areas.
5. Maintaining and replacing as needed all internal fixtures, such as ceilings, walls, decorations, furnishings, lighting and floor coverings and any showcases, racks, other display and sales facilities, including concession identification and signage.
6. Electric utility service to the Facilities.
7. All plumbing and electrical repair, maintenance, or upgrades pertaining to food and beverage storage and preparation, including, but not limited to, kitchen sinks, dishwashers or disposals, as well as grease trap maintenance and service including pump down and cleaning.
8. Providing and maintaining adequate fire protection and inspections, as required, including kitchen hood systems, sprinkler systems and fire extinguishers, in compliance with all applicable fire, restaurant, or building code requirements.
9. Providing and maintaining all food and beverage storage and preparation equipment, including but not limited to, stoves, dishwashers, refrigerators, ice machines and sinks.
10. All interior and exterior maintenance and repair of the Facilities, including but not limited to: replacement of all light bulbs and fixtures, all doors, door closers, locks, windows, floors and floor coverings, vent fans, inspection of fire extinguishers, exhaust fans, all tables and chairs, but excluding maintenance and repair of structural systems such as roof or foundation. Exterior maintenance shall include all landscaping and walkways.
11. Routine monthly pest control for the Facilities.
12. Ensuring compliance with Florida law concerning smoking in places of public accommodation.
13. Ensuring compliance with Americans with Disabilities Act requirements concerning places of public accommodation.

14. Ensuring all staff act professionally, are clean, well groomed, uniformed and trained in effective customer service. Uniforms shall be apparel that is acceptable to the COUNTY.
15. All maintenance (including filter replacement), repair and replacement of air conditioning unit(s). The replacement of central air conditioning unit(s), as required, shall be with unit(s) capable of providing adequate cooling to the facility.
16. Allowing annual termite warranty inspections.
17. Cleaning and draining of the septic system as necessary.
18. Maintenance of plumbing fixtures in food preparation areas and areas provided for janitorial and cleaning services.
19. Annual inspection of the hot water system.
20. All new equipment, furnishings, repairs and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other applicable codes.
21. All maintenance, service, and inspections shall be completed by qualified personnel and in compliance with manufacturer guidelines, and state and local laws, if applicable.
22. LICENSEE shall maintain records of all maintenance and inspections completed. These records shall be made available to the COUNTY upon request.

D. The COUNTY shall provide and/or maintain the following:

1. Monthly water and sewage collection service.
2. The repair of all public restrooms and showers at the Facilities.
3. All structural repairs not caused by the negligent or intentional acts of LICENSEE. COUNTY'S obligation to provide structural repairs is limited to the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical system within such foundation, walls and roof.

E. The COUNTY reserves the right to approve all equipment, furnishings, signage, and advertising installed, removed, or replaced by LICENSEE at the Facilities.

ARTICLE 8: CAPITAL INVESTMENT AND IMPROVEMENTS BY LICENSEE

Capital Improvements which address the physical appearance of the interior and exterior of the Facility shall be made to support the coastal community feel of the area and must be approved by the COUNTY.

One and one-half percent (1½%) payment of the total gross sales, less sales tax, shall be held by COUNTY for Capital Improvements to be performed by LICENSEE. LICENSEE shall provide and perform Capital Improvements which are approved by COUNTY for the Facilities at Manatee Beach. COUNTY will periodically confer with LICENSEE to determine improvements necessary and establish the priority order in which the improvements will be scheduled. However, COUNTY reserves the right, at any time, to require any given Capital Improvements be performed out of order of priority if same is deemed by COUNTY to be urgent. The amount of Capital Improvements shall be limited to the one and one-half percent (1½%) compensation payment of total gross sales remitted monthly by LICENSEE and accumulated during the term.

The LICENSEE shall be solely responsible for ensuring the safety of its staff and customers during the periods in which improvements are occurring. The LICENSEE shall be solely responsible for insuring, maintaining, repairing, and replacing LICENSEE'S improvements during the entire term of the Agreement and any extensions thereof.

LICENSEE shall obtain the prior written approval of the COUNTY for any proposed Capital Improvements, all of which shall become COUNTY owned assets upon termination of the Agreement. All improvements and all new equipment shall meet federal, state, county and local laws. The LICENSEE shall be responsible for applying for all and paying all costs of any required permits. The LICENSEE shall submit sealed architectural plans for all construction or renovation projects which include details on any affected plumbing, electrical, mechanical or other required utility system, including floor plan and material specifications for COUNTY approval prior to beginning any construction or alterations. All projects shall be required to provide specifics such as timelines, critical paths, methods of construction, approval of plans, amenities, signage, color schemes, advertising, total cost, amortization period for the improvements and other information deemed relevant by the COUNTY.

All additions, improvements and fixtures except movable equipment and inventory shall become the property of the COUNTY upon completion and remain in and/or upon the facility and be surrendered upon termination of the Agreement. Any construction liens against the facility, contractor's license, or the land and buildings arising out of work performed by or for the LICENSEE are expressly prohibited. In the event of the filing of any claim of lien, LICENSEE shall promptly satisfy same or transfer it to a bond and LICENSEE shall in any event protect the COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

The LICENSEE shall not allow any activities in the Facilities which are prohibited by federal, state or local laws, rules, regulations or ordinances.

Notwithstanding any other provision of this Agreement, COUNTY reserves the right to take such action as may be required to maintain, repair, enhance and improve the Facilities where LICENSEE fails to do so. Any work required as the result of LICENSEE'S failure to comply with LICENSEE'S obligations under this Agreement shall be charged to LICENSEE provided COUNTY has advised LICENSEE in writing of the failure to comply and provided a reasonable time for cure. Any charges assessed against LICENSEE shall be due with LICENSEE'S next due monthly payment. Any work by COUNTY, or COUNTY'S agents shall not be undertaken without a minimum of fifteen (15) days advance notice to LICENSEE and shall be scheduled and provided in a manner that will not substantially interfere with LICENSEE'S use or enjoyment of the

Facilities unless such work is required on an emergency basis to preserve the Facilities from imminent harm or correct an unsafe condition endangering the Public.

The Prior Franchise Agreement for County Facilities at Manatee Beach obligated the LICENSEE to utilize a portion of the revenues collected by LICENSEE for Capital Improvements at the Park Facilities. The parties acknowledge and agree that all payments, Capital Improvements, and expenditures, as identified in Exhibit "B", attached hereto and incorporated herein, constitute the full and satisfactory performance by LICENSEE of this obligation during the entire duration of the Prior Franchise Agreement as amended and restated by this Agreement. This section shall serve to release both the LICENSEE and COUNTY from any further obligations under said provision of the Prior Franchise Agreement and reconcile any and all discrepancies pertaining to expenditures and compensation, including those related to Capital Improvements. Any claims, disputes, or causes of action relating to compensation prior to March 7, 2017 arising from such provision of the Prior Franchise Agreement are hereby waived by both parties. This paragraph shall not release LICENSEE from any ongoing obligations expressly set forth in this Agreement.

ARTICLE 9: LICENSEE'S PRODUCTS, OPERATIONS AND SERVICES

A. PRODUCTS. The LICENSEE shall offer for sale or use, the food, beverages and other products or services identified in Exhibit "C." Any significant revisions to these categories shall be subject to pre-approval by the COUNTY.

1. LICENSEE shall provide the COUNTY with a list of any changes in the products or service and the maximum price that will be charged for each product or service as LICENSEE'S products, services and prices are from time to time amended. LICENSEE acknowledges that the COUNTY shall be entitled, in its discretion, to set price ceilings on sale items deemed by the COUNTY to be core to the Facility's enjoyment by the public. Such designations shall be made by the County Administrator or designee from time to time. With respect to such "price controlled" items, LICENSEE shall, during all hours of operation, maintain sufficient stock to provide and offer for sale at least one product of the nature and type shown for a charge not to exceed the amount established, unless LICENSEE can show good cause for such an increase, and a higher charge is approved by the COUNTY.

2. LICENSEE shall not sell any products in foam containers or cups, shall not provide disposable beverage straws or lids, and shall not sell products that, in the opinion of the COUNTY, pose a safety hazard or health hazard or are inappropriate for sale or display in a publicly owned park. LICENSEE shall utilize biodegradable products where available. LICENSEE shall promote the sale and use of reusable beverage souvenir cups (to be designed with COUNTY input).

3. The LICENSEE'S performance under this Agreement shall be in conformance with all rules, regulations, laws and ordinances which may be applicable to LICENSEE'S operations.

B. HOURS OF OPERATIONS. The Manatee Beach Concession shall be open to the public and operated (i) from December 1 through April 30 for a minimum of eight consecutive

hours per day, seven (7) days a week and (ii) for a minimum of six consecutive hours per day, seven (7) days a week from May 1 through November 30. As provided for in Section 2-24-10 of the Manatee County Code, the COUNTY may approve closing during periods of severe cold, hurricane warnings or due to other extraordinary circumstances. LICENSEE shall not change the normal hours of operation without the written consent of COUNTY.

- C. OPERATIONS AND SERVICES. Where LICENSEE provides musical entertainment, it shall select performers that appeal to the general population, and shall ensure family friendly performers. Any amplified music shall strictly comply with applicable noise codes.
1. LICENSEE'S employees, agents, representatives, independent contractors, subcontractors, volunteers, or others involved in the maintenance or operation of the Facilities in contact with the public shall perform their duties in a safe, efficient and courteous manner. All of LICENSEE'S employees shall be distinctively uniformed or appropriately attired so as to be distinguishable as the LICENSEE'S employees and distinguished from the COUNTY Park employees' attire.
 2. LICENSEE shall properly, adequately and securely store any items for rent in a manner that is compliant with all local ordinances.
 3. LICENSEE and COUNTY shall agree on when additional services are to be added and what services are acceptable. COUNTY agrees to assist with permitting activities, if applicable. LICENSEE understands that all revenues generated from added services shall be included in the total gross sales and any compensation due the COUNTY as a result of additional revenue sources shall be made payable in accordance with Article 2 of this Agreement.
 4. LICENSEE shall not discontinue or modify approved services without the written approval of the COUNTY in advance of the commencement of the change in service.
 5. The LICENSEE shall not conduct any business or activity not specifically authorized by this Agreement, unless approved in writing by the COUNTY. It is expressly understood and agreed that the LICENSEE'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Park. The LICENSEE agrees that a determination by the COUNTY shall be accepted as final in evaluating LICENSEE'S activities that unreasonably infringe on the rights of others and that LICENSEE shall fully comply with any such decisions.
 6. LICENSEE agrees that no person on the ground of race, color, religion, national origin, sex, age, or disability shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the hiring of personnel, the performance of this Agreement, or the use of and access to the Facilities.

7. LICENSEE shall be responsible for obtaining all permits, licenses and approvals required for or in connection with and to enable LICENSEE'S performance under this Agreement.
8. LICENSEE shall permit, and the COUNTY shall have the authority to review, any reports, citations or records issued by any governmental entity or agency regulating LICENSEE'S operations and services, and to make periodic reasonable inspections of the Facilities during normal operating hours to determine if the Facility is being maintained in accordance with the terms of this Agreement. The LICENSEE shall be required to make any improvements or operational changes resulting from such review.
9. The Facilities are intended for the general use and enjoyment of all residents and visitors. LICENSEE shall therefore not rent out or otherwise allow the Facility to be occupied by or under the control of any third-party group or entity, including but not limited to private parties or political rallies, absent express prior approval of the COUNTY.

ARTICLE 10: SALE OF ALCOHOLIC BEVERAGES

LICENSEE'S sale of alcoholic beverages shall be subject to the following:

- A. Alcoholic Beverage sales shall be conducted in conformity with any controlling municipal or COUNTY ordinance and state laws, rules or regulations.
- B. Sales shall be limited to beer, wine and alcoholic beverages as permitted under a 2COP Florida beverage license and sold for on-premises consumption only.
- C. Prior to commencing any such sales, LICENSEE shall obtain all required licenses, and shall provide a copy of said license and all renewals to COUNTY.
- D. All alcoholic beverages shall be sold in appropriate alcohol designated containers, and LICENSEE shall be responsible for the proper disposal of said containers.
- E. LICENSEE'S conduct and operation in connection with any such sales is subject to, and shall be conducted by LICENSEE in compliance with, all other applicable terms and conditions of this Agreement.
- F. The COUNTY may withdraw authorization to sell alcoholic beverages by providing notice to LICENSEE at least ninety (90) days prior to the date of such action. The parties agree if this right is exercised, LICENSEE is entitled to open negotiations to discuss revision of the base compensation due to COUNTY.
- G. Employees of LICENSEE shall not sell or serve alcoholic beverages unless trained and qualified as required by State law and regulation.

ARTICLE 11: LIABILITY FOR DAMAGE, INDEMNITY, AND INSURANCE

- A. LIABILITY FOR DAMAGE OR INJURY.** The LICENSEE shall be liable for damage or injury to any party at the Facilities other than the damage or injury caused by negligence or intentional actions of the COUNTY. LICENSEE shall, at its expense, promptly repair all damage to the Facilities caused by the LICENSEE, its employees, agents, customers, or independent contractors contracting with LICENSEE.
- B. INDEMNIFICATION OF COUNTY.** LICENSEE shall at all times indemnify, hold harmless and defend COUNTY, its agents, officers and employees from and against any and all claims, liability, loss or cause of action of any kind or nature arising out of the actions, omissions, or negligence, in whole or in part of the LICENSEE, its officials, agents, or employees, in the performance of this Agreement. The LICENSEE shall pay all valid claims, losses and judgments of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may result therefrom.
- C. DAMAGE OR DESTRUCTION OF FACILITIES.** In the event the Facility is destroyed or so damaged by fire, flood, wind, named windstorm or other casualty, excluding the negligent or intentional acts of LICENSEE, that such of the Facilities is unusable for the purpose of this Agreement, neither the LICENSEE nor the COUNTY shall be under any obligation to repair or reconstruct the Facilities, and this Agreement shall terminate on the date that such determination is made by the COUNTY.
- D. INSURANCE.** Without limiting any obligation or liability of LICENSEE, LICENSEE, prior to the commencement of operations, shall furnish to the COUNTY evidence of the following insurance, which insurance coverages LICENSEE shall maintain and keep in full force and effect during the term of this Agreement.
1. Commercial General Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. Coverage shall include products/completed operations aggregate, personal and advertising injury liability, fire damage liability, medical expense and third-party property damage.
 2. "Manatee County, a political subdivision of the State of Florida" shall be named as an "Additional Insured" with respect to liability arising out of Facilities' operations performed for the COUNTY by or on behalf of LICENSEE, or for acts of omissions of COUNTY in connection with general supervision of such Facilities' operations.
 3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Agreement in an amount not less than two million dollars (\$2,000,000) combined single limit. In lieu of the combined single limit, coverage can be split into individual limits of one million dollars (\$1,000,000) bodily injury and one million dollars (\$1,000,000) property damage. Coverage must also include ten thousand dollars (\$10,000) personal injury protection, one million dollars (\$1,000,000) hired-non owned liability and ten thousand dollars (\$10,000) medical payments.

4. Workers' Compensation Insurance and Employers' Liability Insurance to apply for all employees in compliance with the laws and statutes of the State of Florida, and federal government. If any operation are to be undertake on or about navigable waters, coverage must be included for the US Longshoreman and Harbor Workers Act and Jones Act.
5. Should the LICENSEE have "leased" employees, the LICENSEE or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.
6. LICENSEE shall provide Liquor Liability insurance under a per occurrence policy form for limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. LICENSEE understands that coverage stipulated is not to be construed as a limitation of any potential liability to the COUNTY, or to others. Annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, LICENSEE shall furnish the COUNTY with a Certificate of Insurance (using an industry accepted certificate form, signed by the issuer, with applicable enforcements, and containing the Agreement number, and title or description) evidencing coverage set forth above.
7. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with an A.M. Best rating of A-FSC VII or better.
8. Certificates will provide that no modification or change in insurance shall be made without a thirty (30) day written advance notice to the certificate holder (Manatee County) and approval by the COUNTY.
9. LICENSEE shall provide to COUNTY prior commencement of this Agreement, Certificates of Insurance evidencing the insurance coverage as specified above.
10. If the initial insurance period expires prior to completion of this Agreement, renewal Certificates of Insurance shall be furnished prior to the of expiration of any insurance coverage.
11. Insurance shall not be canceled without thirty (30) days prior written notice to COUNTY, and must be endorsed to provide the same.
12. Failure of LICENSEE to obtain and maintain proper amounts and types of insurance under this Agreement shall constitute material breach of this Agreement by LICENSEE.
13. COUNTY reserves the right to modify the insurance requirements by the issuance of a notice in writing to LICENSEE to the extent reasonably deemed necessary to protect COUNTY from loss damage or liability for the acts, errors and omissions of LICENSEE in the use and operations of the Facilities by LICENSEE.

14. COUNTY shall have no duty or responsibility to insure, replace or protect LICENSEE'S equipment, furnishings or other personal property or improvements provided or paid for by LICENSEE, and all risk of loss and insurance against such risks shall be the sole responsibility of LICENSEE.
 15. Compliance with the foregoing requirements shall not relieve LICENSEE of any liability or obligation under this section or under any other section of this Agreement.
- E. NO WAIVER OF IMMUNITY. Nothing herein shall be interpreted as a waiver of the COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statute, and the COUNTY expressly reserves these rights to the full extent allowed by law.
 - F. PERFORMANCE BOND. The LICENSEE shall furnish a Performance Bond with a surety acceptable to the COUNTY, in an amount of ten thousand dollars (\$10,000). This Performance Bond will be conditioned solely upon the LICENSEE'S full and faithful performance of the capital improvements. The Performance Bond will be submitted to the COUNTY before the LICENSEE'S commencement of operations at the Facilities. The LICENSEE may, in lieu of the Performance Bond, deposit with the COUNTY a cash deposit or irrevocable letter of credit in the amount of ten thousand dollars (\$10,000). LICENSEE shall be entitled to a release of the Performance Bond, cash deposit or irrevocable letter of credit.

ARTICLE 12: OWNERSHIP OF RIGHTS, SALE OR ASSIGNMENT

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to the COUNTY.

LICENSEE shall not, without prior written consent of the COUNTY, sell, assign, pledge, transfer or otherwise encumber this Agreement or the rights granted therein. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the LICENSEE, without the prior written consent of the COUNTY shall be of no force and effect and shall be grounds for immediate termination of this Agreement.

All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 13: APPROVALS

- A. Except as provided otherwise, whenever any prior approval is required by either party, such approval shall not be unreasonably withheld. COUNTY shall retain broad discretion over matters pertaining to creating and maintaining the unique local character of the Facilities, the protection and preservation of the Facilities and the Park, the public interest and limited purpose for which this concession has been granted, and withholding approvals for the foregoing reasons shall be considered reasonable. Matters requiring the consent of the COUNTY are wholly within the discretion of the COUNTY.
- B. LICENSEE shall not change or alter the following without the written approval of the

COUNTY:

1. Modifications to the Facilities.
2. Equipment LICENSEE installs or plans to install requiring any building modifications.
3. Any COUNTY or municipally-installed signs or logos.
4. Vegetation or beach topography.

ARTICLE 14: NOTICES

All notices, comments, consents, objections, approvals, waivers and elections shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given by either hand delivery for which a receipt is obtained, or registered or certified United States mail, with return receipt requested, addressed as noted below. Any act or delivery that must be completed on a Saturday, Sunday or COUNTY holiday shall be adequate if performed or delivered on the following business day. Until notice of change is given, the parties designate the following as the respective individuals and places for giving notice in the manner prescribed herein.

FOR MANATEE COUNTY:

Director, Parks & Natural Resources
MANATEE COUNTY GOVERNMENT
PO Box 1000
Bradenton, FL 34206

With a copy to:

County Administrator
MANATEE COUNTY GOVERNMENT
PO Box 1000
Bradenton, FL 34206

FOR ACH remittance information:

Email: carrie.kelley@mymanatee.org
Fax: 941.742.5972

FOR LICENSEE:

Mr. Alan Kahana, President
UNITED PARK SERVICES, INC.
4737 Dolphin Cay Lane, # 602
St. Petersburg, FL 33711

With a copy to:

Kay J. McGucken, P.A.
1320 9th Avenue, Suite 210
Tampa, FL 33605

ARTICLE 15: TERMINATION

A. AUTOMATIC TERMINATION. The occurrence of any of the following shall cause this Agreement to be terminated automatically:

1. Institution of proceedings in voluntary bankruptcy by the LICENSEE.

2. Institution of proceedings in involuntary bankruptcy against the LICENSEE or appointment of Receiver if such proceedings continue for a period of ninety (90) days.
3. Assignment by the LICENSEE for the benefit of creditors.
4. Abandonment or discontinuance of operations hereunder.
5. Unauthorized sale, assignment or transfer of this Agreement or interest thereunder.

B. TERMINATION BY COUNTY. COUNTY may terminate this Agreement upon fourteen (14) days written notice to LICENSEE of any condition posing a threat to health or safety of the public or patrons and not remedied by LICENSEE within fourteen (14) days, or where LICENSEE does not proceed with due diligence to remedy such condition where the condition could not reasonably be remedied in such time.

1. COUNTY may terminate this Agreement immediately upon notice to LICENSEE of the discovery of any materially false representation in the LICENSEE'S proposal leading to award of this Agreement which, in the determination of COUNTY, significantly affects the LICENSEE'S qualifications to perform.
2. COUNTY may terminate this Agreement upon ten (10) days' notice to LICENSEE of any sum due hereunder after the due date for such payment; provided, however, that such termination shall not be effective if LICENSEE makes the required payment(s) within the ten (10) day period following receipt of the notice.
3. COUNTY may terminate this Agreement upon thirty (30) days' notice to LICENSEE with respect to:
 - i. Nonperformance of or failure to comply with any provision of this Agreement and failure of LICENSEE to remedy such nonperformance within the thirty (30) day period following delivery or mailing of the written notice.
 - ii. The conduct of any activity or the sale of any product or service category not authorized herein.

C. TERMINATION FOR PUBLIC CONVENIENCE. COUNTY shall have the right to terminate this Agreement for public convenience upon at least one hundred twenty (120) days notice to LICENSEE.

D. TERMINATION BY LICENSEE. LICENSEE shall have the right upon one hundred twenty (120) days from receipt of notice to COUNTY to terminate this Agreement at any time after the occurrence of one or more of the following events:

1. Issuance of any court of competent jurisdiction of any injunction or order of taking substantially restricting the use of the Facilities for the purposes set forth herein, and

the remaining in force of said injunction or order for a period of more than thirty (30) days.

2. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of substantial part, or parts, thereof in such a manner as to substantially restrict LICENSEE'S operations for a period of ninety (90) days or more.

E. **TERMINATION WITHOUT CAUSE.** LICENSEE shall have the right to terminate this Agreement without cause by providing written notice to COUNTY at least one hundred twenty (120) days prior to termination. Should LICENSEE elect to terminate this Agreement without cause, LICENSEE'S rights, privileges and obligations as stated in this Agreement shall cease at the termination date provided in the notice.

ARTICLE 16: ENTIRE AGREEMENT AND AMENDMENTS

This Agreement and the exhibits and attachments hereto, and other documents and agreements specifically incorporated herein, constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. Any act or delivery that must be completed on a Saturday, Sunday or County holiday shall be adequate if performed or delivered on the following business day. All interpretations shall be governed by laws of the State of Florida.

ARTICLE 17: MISCELLANEOUS PROVISIONS

A. **NO WAIVER.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision of any portion of this License Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

B. **SUBCONTRACTING.** The LICENSEE shall not sub-contract, sublet, assign or transfer any duty under this Agreement to another party without the prior written consent of the COUNTY.

C. **DISPUTE RESOLUTION.** Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents after twenty-one (21) days, LICENSEE shall submit its claim, with the basis for the dispute, in writing to the Manatee County Purchasing Official for a determination and handling in accordance with the provisions of the Manatee County Procurement Code.

D. **ENVIRONMENTAL EDUCATION INITIATIVES.** LICENSEE shall work with relevant COUNTY staff and/or the Manatee County School District, to develop and/or facilitate pre-existing programs aimed at educating residents and visitors, with particular

focus on children, of the unique and valuable beach ecosystem and its plant and animal life. To the extent the COUNTY or School District does not provide such programming, LICENSEE may utilize third parties qualified to provide such educational experiences. LICENSEE shall promote any clean the beach program involving local community organizations or schools. LICENSEE shall provide a free on site cook out for the participants. When these programs are being conducted on site, the persons or entities conducting them shall be entitled to priority use of Pavilion # 108, until such time that the shelter structure is constructed at Leffis Key.

E. **LOCAL HIRING AND BUYING PREFERENCE.** In hiring staff for the operation of this concession, LICENSEE shall actively recruit and hire qualified residents with first preference given to residents of the City of Bradenton Beach, then to residents of the COUNTY. In purchasing supplies or services for or related to the operation of this concession, where confirmed costs or prices from a local provider (as defined by Manatee County's Purchasing Code) are within five percent (5%) of a provider who is not local, LICENSEE shall give preference to the local provider. LICENSEE shall include a summary of its efforts and the results of those efforts in its annual reporting to the COUNTY. In hiring subcontractors preference must be given to a COUNTY subcontractor where confirmed bids are within five percent (5%) of a subcontractor that is regionally local as defined by the by the Manatee County Purchasing Code.

F. **ENVIRONMENTAL SUSTAINABILITY.** LICENSEE shall work with COUNTY staff to develop and implement policies and procedures of concession operations aimed at minimizing the production of solid waste, and the use of energy and water resources. LICENSEE shall ensure all staff are trained in and comply with such policies and procedures. LICENSEE shall include a summary of its efforts and the results of those efforts in its annual reporting to the COUNTY.

G. **COMMUNITY INVOLVEMENT.** COUNTY and LICENSEE shall assist COUNTY citizenry to create a "Friends of Manatee Beach" organization should interested citizens come forward whose goal is the preservation of the Park's history, environmental and leisure activity.

H. **FACILITY NAME AND LOGO.** COUNTY reserves the right to approve the name of the facility and any related logo design. Said name and logo design shall be property of the COUNTY.

I. **GOVERNING LAW, JURISDICTION AND VENUE.** LICENSEE consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be governed by the laws of and maintained in courts sitting within the State of Florida. LICENSEE further consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Manatee County, Florida or if in Federal Court, the Middle District of Florida, Tampa Division.

J. **ATTORNEYS' FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorneys' fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

K. NO CONFLICT. By accepting award of this Agreement, LICENSEE, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

L. PUBLIC RECORDS. Pursuant to Chapter 119 “Public Records”, Florida Statutes, to the extent LICENSEE is performing services on behalf of COUNTY, LICENSEE shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service.
2. Upon request from the COUNTY’S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida State Statutes, Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the LICENSEE does not transfer the records to the public agency COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of LICENSEE or keep and maintain public records required by the COUNTY to perform the service. If the LICENSEE transfers all public records to the COUNTY upon completion of this Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of this Agreement, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from COUNTY’S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVE W., BRADENTON, FL 34205.

M. PUBLIC ENTITY CRIMES. LICENSEE has been made aware of the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the COUNTY’S requirement that the LICENSEE comply with it in all respects prior to and during the term of this Agreement.

N. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

O. **LEGAL REFERENCES.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

P. **SEVERABILITY.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

WHEREFORE, the parties have made and executed this Agreement for concessions at Manatee Beach as of the Effective Date stated herein.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: _____
Purchasing Official

UNITED PARK SERVICES, INC.

By: _____
Alan Kahana, President

EXHIBIT A
LOCATION

EXHIBIT B
CAPITAL IMPROVEMENTS

EXHIBIT C

FOOD MENU

Breakfast

Belgian Waffle \$5.99
 Belgian Waffle with Strawberries \$6.99
 French Toast \$5.99
 French Toast with Strawberries \$6.99
 2 Eggs Any Style with Toast and Grits or Home fries \$4.99
 2 Eggs Any Style with Meat and toast, grits or home fries \$6.99
 3 Egg Omelets with toast and choice of grits or home fries:
 Ham and Cheese Omelet (American Swiss or Cheddar) \$7.99
 Sausage and Cheese Omelet \$7.99
 Bacon and Cheese Omelet \$7.99
 Vegglo Omolot (onion tomato pepper + cheese) \$7.99
 Meat Lovers Omelet (bacon, sausage, ham + cheese) \$9.99
 Biscuits and Gravy \$5.99
 Biscuits and Gravy with 2 eggs \$7.99

Side Items

Bagel \$2.29	English Muffin \$2.29
Cream Cheese \$0.75	Grits \$2.49
Bacon \$2.99	Home Fries \$2.99
Thick Ham Slice \$2.99	Cole Slaw \$2.49
Sausage \$2.99	French Fries \$2.99

(To - Go Items add \$0.50)

Sandwiches

Hot Dogs \$4.49
 Hot Dog w/ Sauerkraut \$5.49
 Chili Dog \$5.49
 Chicago Dog \$5.99
 Hamburger \$4.99
 Cheeseburger \$5.79
 Bacon Cheeseburger \$6.99
 Fish Sandwich \$7.99
 BLT (White, Wheat or Rye) \$7.99
 Chicken Sandwich \$7.99
 Grilled Cheese Sandwich \$4.99
 Grilled Cheese with Bacon or Ham \$6.99
 Chicken Salad Sandwich \$7.99

Salads

Caesar Salad \$7.99
 Grilled Chicken Caesar Salad \$11.99
 Island Catch Salad (grilled, blackened or fried fish) \$12.99
 Chicken Salad Platter \$8.49

Specialty Items

Chicken Tender and Fries \$8.99
 Onion Rings \$5.79
 Cheese Fries \$3.99
 Chili Cheese Fries \$4.99
 Chili Cheese Fries with Bacon \$5.99

Beverages

Coke, Sprite Diet Coke, Fresh Brewed Tea	Small Chocolate Milk \$2.99
Small \$1.99	Large Chocolate Milk \$3.99
Large \$2.99	Small Orange Juice \$2.99
Coffee, Tea, Hot Chocolate \$1.99	Large Orange Juice \$3.99
Small Milk \$2.49	Water \$2.00
Large Milk \$3.49	

PRICES DO NOT INCLUDE TAX

PRICES SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE SEE STORE FOR MOST CURRENT PRICES.

EXHIBIT C- Continued
ALCOHOLIC BEVERAGES

Assorted Beers \$ 4.00
 Assorted Wines \$ 5.50



Your Own Take Home Souvenir

**16oz
Monkey Coconut**

Specialty Drinks
 14.99 Price Includes Your Take Home Souvenir Coconut
 Only 6.99 Coconut Refills!

Non-Alcoholic Drinks
 12.99 Price Includes Your Take Home Souvenir Coconut

**22oz
Insulated Cup**

Specialty Drinks
 12.99 Price Includes Your Take Home Souvenir Insulated Cup
 Only 8.99 Insulated Cup Refills!

Non-Alcoholic Drinks
 \$9.99 Price Includes Your Take Home Souvenir Insulated Cup

**15oz
Hurricane**

Specialty Drinks
 8.99 Price Includes Your Take Home Souvenir Hurricane
 Only 6.99 Hurricane Refills!

Non-Alcoholic Drinks
 7.99 Price Includes Your Take Home Souvenir Hurricane

Only 4.99 Non-Alcoholic Refills! Only 1.99 Soft Drink Refills!

Specialty Drinks

Electric Lemonade

A shocking mix of Vodka and Lemonade.

Frozen Daiquiris

Strawberry • Banana • Mango

Lava Flow

Go with the flow with Rum, Piña Colada and Strawberry.

Captivating Coladas

Piña • Strawberry • Mango

Fuzzy Mango

A delectable mixture of Vodka, Mango and OJ.

Marvelous Margaritas

Original • Strawberry • Mango

Non-Alcoholic Drinks

Strawberry Sensation

A frozen sweet concoction of Strawberry flavor.

Frozen-rita

Our version of a non-alcoholic frozen Margarita.

Coconut Crème

Our version of a non-alcoholic frozen Piña Colada.

EXHIBIT C - Continued

MANATEE GIFT SHOP ITEMS

Beach Towels	\$14.99 – 32.99
Beach Bags	
\$3.99 & up	
Sunglasses	\$9.99 &
up	
General Sundry Items (Sunscreen & Lotions)	
\$5.99 - 13.99	
Clothing & Hats	\$7.99 &
up	
T-Shirts	
\$7.99 & up	
Swim Apparel	\$9.99 &
up	
Beach Themed Merchandise & Souvenirs	\$3.99 &
up	
Boogie Boards, Floats, Goggles, Water Toys	
\$3.99 & up	
Children's Books & Toys	
\$3.99 & up	
Books (Local Authors, Nature, Fish, Shell)	\$5.99 &
up	
Beach Shoes & Flip Flops	\$12.99
& up	
Candles	
\$5.99 – 19.99	
Jewelry	
\$6.99 & up	
Magnets & Keychains	\$6.99 &
up	

MANATEE UMBRELLA PRICING

Umbrellas	\$12.00
Chairs	\$6.00
Umbrella & 2 Chairs	\$19.99
Cabanas	
\$14.99	
Cabana & 2 Chairs	\$24.99