

**PADDLE SHARE AGREEMENT BETWEEN
[PARTNERLOCATION] AND
PADL, LLC**

THIS AGREEMENT (this "Agreement") is made effective as of the [REDACTED] day of [REDACTED], [REDACTED] (the "Effective Date"), by and between [PARTNERLOCATION], a Florida Municipality, whose principal address is [PARTNERADDRESS] (hereinafter the "Partner"), and PADL, LLC (hereinafter "PADL") a Florida corporation, whose principal address is 951 Crandon Blvd 491346, Key Biscayne, FL 33149.

RECITALS

1. A goal of the Partner is to provide safe and affordable recreational options to all visitors, and to promote the use of outdoor commodities through healthy activities.
2. Paddle share services are a component to help the Partner achieve its goals and the Partner desires to make paddle share services available to visitors and those who work in the Partner.
3. PADL is a qualified paddle share provider and proposes to operate a kayak and paddle board share program within the Partner.
4. PADL requests the use of certain Partner property to efficiently and effectively provide paddle share services.
5. PADL possess GPS, 3G, and self-locking technology in its fleet such that kayak and paddle boards may be locked and opened by users with an app and tracked to provide for operations and maintenance.
6. The use of certain Partner property for paddle share services is a benefit to the visitors and businesses of Partner.

AGREEMENT

1. **Exclusive Operator**. Partner designates PADL as the exclusive provider of paddle share services within its Partner limits during the Term of this Agreement. This designation is personal to PADL and may not be assigned or transferred to any party without the written consent of the Partner.
2. **Use of Partner Property**. Partner authorizes PADL to use Partner Property solely for the purposes set forth in this Agreement. This authorization is not a lease or an easement and is not intended and shall not be construed to transfer any real property interest in Partner Property. Within 30 days of the signing of this Agreement, or prior to the deployment of kayak and paddle boards and stations, whichever comes first, the parties will mutually agree on and develop a map of public areas where kayak and paddle boards and kayak and paddle board stations will be installed. Kayak and paddle boards utilized by the public shall be docked by users legally in the specified stations only. Kayak and paddle boards may not be docked on private property without prior written authorization from the property owner. Authorized designated kayak and paddle board docking on private property locations will also be added to the docking map. This map and location site list may be modified from time to time by mutual agreement of parties.
3. **Permitted Use**. PADL may use Partner Property solely for the installation of stations to dock kayak and paddle boards owned and maintained by PADL for use in the paddle share program. PADL shall not place or attach any personal property, fixtures, or structures to Partner Property without the prior written consent of Partner.
 - a. Use of Partner Property, and PADL's operations within the Partner, shall, at a minimum:
 - a) not adversely affect Partner Property or the Partner's streets, or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement within Partner Property or along other property or rights-of-way owned or controlled by the Partner) not create conditions which are a threat to public safety and security.
 - b. Upon termination of this Agreement by either party, PADL shall, at its sole cost and

expense, immediately restore Partner Property to a condition which is visually and structurally indistinguishable from the immediately surrounding area.

4. **Kayak and paddle board Docking.** Kayak and paddle boards are to be docked only in the racks provided by PADL. The only way to end the rental is to return the kayak and paddle board to the original station. The Partner, at its own discretion, may support the kayak and paddle board sharing program by requesting installation of additional kayak and paddle board docking stations with additional kayak and paddle boards from PADL.

5. Condition of Partner Property.

- a. Partner makes Partner Property available to PADL in an "as is" condition. Partner makes no representations or warranties concerning the condition of Partner Property or its suitability for use by PADL or its customers and assumes no duty to warn either PADL or its customers concerning conditions that exist now or may arise in the future.
 - b. In making Partner Property available for use by PADL, Partner assumes no liability for loss or damage to PADL's kayak and paddle boards or other property. PADL agrees that Partner is not responsible for providing security at any location where PADL's kayak and paddle boards are stored or located, and PADL hereby waives any claim against Partner in the event PADL's kayak and paddle boards or other property are lost or damaged.
6. **Maintenance and Care of portion of Partner Property.** PADL shall be solely responsible for: (i) maintaining Partner Property to the Partner standards applicable for use by the PADL as permitted under Section 3; and (ii) obtaining from the Partner any applicable permits required by the Partner. PADL shall exercise due care in the use of Partner Property and shall be responsible for maintaining Partner Property in good condition and repair. PADL shall not act, or fail to act, in any way that result in excessive wear or damage to Partner Property. PADL expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the PADL's use of Partner Property. Should the PADL fail to repair, replace or otherwise restore such real or personal property, PADL expressly agrees to pay Partner's costs in making such repairs, replacements or restorations.

7. Operations & Maintenance.

- a. PADL will be responsible for all operations.
 - b. PADL will cover all maintenance costs for the kayak and paddle board fleet and maintenance to minimum level of service.
8. **Indemnification.** PADL shall indemnify and hold harmless the Partner, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from PADL's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between PADL and third parties made pursuant to this Agreement. PADL shall reimburse the Partner for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from PADL's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.
 9. **Insurance.** PADL shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Partner, naming the Partner as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Partner, its officials, employees, agents and volunteers naming the Partner as additional insured. Any insurance maintained by the Partner shall be in excess of PADL's insurance and shall not contribute to PADL's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 9 and may be increased by the Partner as it deems necessary or prudent. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit. The General Aggregate Liability limit shall be in the amount of \$2,000,000. Workers Compensation and Employer's Liability insurance, to apply

for all employees for statutory limits as required by applicable State and Federal laws. No employee, subcontractor or agent of the PADL shall be allowed to provide services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- a. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Partner, reflecting the Partner as an Additional Insured (except with respect to Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Partner and prior to commencing Services on any Project. Each certificate shall include no less than (30) thirty-day advance written notice to Partner prior to cancellation, termination, or material alteration of said policies or insurance. PADL shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Partner. The Certificates of Insurance shall not only name the types of policy(s) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Partner reserves the right to inspect and return a certified copy of such policies, upon written request by the Partner. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Partner before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Partner.
 - b. **Additional Insured.** Except with respect to Worker's Compensation Insurance, the Partner is to be specifically included as an Additional Insured for the liability of the Partner resulting from Services performed by or on behalf of the PADL in performance of this Agreement. PADL's insurance, including that applicable to the Partner as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Partner shall be in excess of and shall not contribute to PADL's insurance. PADL's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Partner. PADL shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The provisions of this section shall survive termination of this Agreement.
10. **Compliance with Law.** PADL at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of Partner Property and the operation of its paddle share program, including but not limited to laws governing operation of kayak and paddle boards. Partner shall reasonably cooperate with PADL, at no additional cost to Partner, such that PADL can properly comply with this Section and be allowed to use Partner Property as specified in Section 3, above.
 11. **Required Reports.** PADL shall provide reports to the Partner concerning utilization of its kayak and paddle boards and kayak and paddle board route usage not less than quarterly and shall cooperate with the Partner in the collection and analysis of aggregated data concerning its operations.
 12. **No Joint Venture.** Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.
 13. **Term.** This agreement shall commence on [REDACTED], (the "Pilot Commencement Date") and shall expire on the date that is 365 days after the Pilot Commencement Date unless earlier terminated pursuant to Section 14 below.
 14. **Revenue Share.** A 20% share of gross receipts net of sales tax will be provided to the Partner for the granted use of park space.

15. **Termination.** This Agreement may be terminated prior to the expiration date set forth in Section 2, above, upon the occurrence of the following condition:
 - a. Upon delivery of written notice from Partner to PADL terminating this agreement for any reason, or for no reason, by giving at least thirty (30) days' notice to the PADL of such termination.
16. **Amendment.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
17. **Applicable Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
18. **Counterparts.** This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
19. **Reporting:** In addition to the general reporting requirements, not later than 120 days following the Commencement Date, PADL shall furnish the Partner Manager and Partner staff with a report that includes, but is not limited to, total number of program riders, number of rides, average rides per kayak and paddle board per day, number of kayak and paddle boards non-operational over the Term, and total Customer Support call and responsiveness metrics.
20. **Attorney Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.
21. **Nondiscrimination.** During the term of this Agreement, PADL shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.
22. **Notice.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Partner:	TBD [PARTNERADDRESS]
For PADL:	Andres Avello PADL 951 Crandon Blvd 491346, Key Biscayne, FL 33149

23. **Public Records.** PADL agrees to keep and maintain public records in PADL's possession or control in connection with PADL's performance under this Agreement. PADL additionally agrees to comply specifically with the provisions of Section 119.070 I, Florida Statutes. PADL shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Partner. Upon request from the Partner's custodian of public records, PADL shall provide the Partner 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 by Chapter 119, Florida Statutes, or as otherwise provided by law. If PADL has questions

regarding the application of Chapter 119, Florida Statutes, to PADL' s duty to provide public records relating to this Agreement, contact the custodian of public records:

TBD [PARTNERADDRESS]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

PADL, LLC Address: 951 Crandon Blvd 491346, Key Biscayne, FL 33149	By: Name: Andres Avello Title: CEO, Founding Partner
[PARTNERLOCATION] Address: [PARTNERADDRESS]	By: Name: Title: