

AGREEMENT FOR PADDLEBOARD & KAYAK RENTAL STATIONS

This Agreement for Paddleboard & Kayak Rental Stations ("Agreement") is entered into this 9th day of March, 2021 ("Effective Date") by and between PADL, LLC, a Florida Limited Liability Company ("PADL") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County desires to provide recreational outdoor options to residents and visitors to the County and to maximize the public's use and enjoyment through healthy activities; and

WHEREAS, the County issued a Request for Proposals, RFP No. 20/21-7 ("RFP"), to engage a contractor to provide paddleboard and/or kayak rental services for various parks and boat ramps that provide waterway access throughout Clay County; and

WHEREAS, PADL responded to the RFP with a proposal and pricing to offer the requested services and the County selected PADL based on PADL's response ("PADL's Response") and the County's evaluation of PADL's Response; and

WHEREAS, PADL is a qualified paddle share provider and has developed a self-serve paddle sport rental platform that allows customers to rent paddle boards and kayaks from their mobile devices from PADL stations; and

WHEREAS, PADL has GPS and self-locking technology in its fleet such that kayak and paddle boards may be locked and opened by customers with an app and tracked to provide for operations and maintenance; and

WHEREAS, PADL desires to provide the services to the County as set forth in the RFP, PADL's Response, and under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. **Services:**

1.1. PADL shall operate, maintain, and provide self-service paddle sport rentals and paddle share services through PADL's self-serve paddle sport rental stations ("Stations") for residents and visitors of Clay County at waterfront property locations designated by the County in coordination with PADL as set forth in the RFP, incorporated herein in its entirety by reference with the RFP Scope of Services attached hereto as **Attachment A**; PADL's Response,

incorporated herein in its entirety by reference with certain portions of the Response addressing the services and approach attached hereto as **Attachment B**; and this Agreement (the "Services").

1.2. The Services will be performed at the following waterfront properties ("Property") located in Clay County, Florida upon the mutual agreement of the parties:

PROPERTY NAME	ADDRESS
Camp Chowenwaw	1517 Ball Road Green Cove Springs, FL
Doctors Lake Park & Boat Ramp	2399 Lakeshore Dr. Fleming Island, FL
Main Street Boat Ramp/Middleburg Boat Ramp	3788 Main Street Middleburg, FL
Governor's Creek Boat Ramp	1282 N. Orange Ave. (Highway 17) Green Cove Springs, FL
Lake Brooklyn Boat Ramp	7165 King Street Keystone Heights, FL
Lake Geneva Park & Boat Ramp	7831 State Road 21 Keystone Heights, FL
Lakeshore Boat Ramp	4300 Lakeshore Dr. Fleming Island, FL
Old Ferry Boat Ramp	2231 Old Ferry Road Middleburg, FL

1.3. PADL acknowledges and agrees that the County through this Agreement guarantees no minimum level of Services or fees, and the County shall retain the absolute right to eliminate any or all Services associated with the Agreement without penalty or liability for any claims for anticipated overhead or profits. Additionally, the County reserves the right to add, delete, or modify property locations as necessary in the best interest of the County. Property locations will be coordinated with PADL.

1.4. Prior to the delivery of the Stations, the parties will mutually agree on and develop maps identifying the area of each Property where the 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 maps.

1.5. In providing the Services, PADL shall:

- A. Be familiar with the Services, standards, requirements, Property, Stations, and the conditions under which the Services are to be completed.
- B. Obtain any applicable permits, permissions, or licenses required by the County, the State, and/or any Federal agencies for use of the Property and operation of the Services.

- C. Provide minimum operating hours that shall be 8:00 a.m. to sunset, seven (7) days a week, including holidays.
- D. Work closely and consistently with the Clay County Tourism Department and the County's Tourism Related Businesses to meet marketing, visitor research and other program goals that will be mutually beneficial for both the County and PADL.
- E. Provide a marketing plan for the Services to the County Representative.
- F. Provide customer support, maintenance, safety, and insurance.
- G. Provide Stations which consist, at a minimum, of a four (4) board rack on each Station.
- H. Provide Stations that include a check in/out process that is offloaded onto PADL's mobile applications for both iOS and Android.
- I. Cover all costs of installation, equipment, and operation of the Services at the Stations.
- J. Provide all necessary furnishings and equipment for the successful operation of the Stations to include paddleboards and kayaks and related safety equipment and supplies.
- K. Provide customer support to answer any questions and provide information, including, but not limited to, rental process, prices, locations, billing, incidents, etc. via phone, email, or in-app request.
- L. Provide on-the-water support.
- M. Provide real-time GPS tracking, in-app waivers, safety videos in-app, personal flotation devices with each rental, and provide lockdown during inclement weather/reduced visibility liability.
- N. Maintain all property and equipment associated with the Services and provide routine maintenance.
- O. Maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property and secure all equipment, tools, and related materials.
- P. Maintain Stations and equipment in a clean and sanitary condition.
- Q. Repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of PADL's use of the Property. Should PADL fail to repair, replace or otherwise restore such real or personal property, PADL expressly agrees to pay the County's costs in making such repairs, replacements, or restorations.
- R. Properly remove and dispose of all trash, material, garbage, and debris related to the Services.
- S. Make no unlawful, improper, or offensive use of the Property.
- T. Enforce all posted ordinances and rules as adopted by the County.
- U. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
- V. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
- W. Not use any false, deceptive or misleading trade practices in the performance of the Services.

X. Perform the Services competently and with a high degree of expertise and professionalism, using that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period.

1.6. PADL shall provide to the County Representative by the fifth (5th) of each month, monthly written reports that include rental activity, route usage, zip code of customer, any user activity/customer analytics, equipment and Station locations, and sales for the preceding month.

1.7. In entering into this Agreement, PADL represents that it now has or will secure all personnel required to perform all Services under this Agreement. All personnel assigned to the Services shall be properly qualified and trained for the Services to be performed. Additionally, all personnel must undergo a background and drug test at PADL's expense and must pass these tests.

1.8. For purposes of the Services, the County Representative shall be Kimberly Morgan, Director of Tourism & Film Development, or designee.

2. Additional Services and Locations: If the County identifies or PADL recommends any additional services or property locations to be provided by PADL that are not covered under the Agreement but are beneficial services and locations not anticipated in the original scope of services, such additional services, including scope, timing, locations, and fees of any additional services must be mutually agreeable between the County and PADL and be made a part of this Agreement by a written amendment.

3. Revocable License and Condition of the Property:

3.1. In consideration of the payments as provided in this Agreement, the County grants to PADL a revocable license for the use of the Property as contemplated herein. This license is personal to PADL and may not be assigned or transferred to any party without the County's express, written consent. The County authorizes PADL to use only the area of the Property designated for the Stations 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 the Property. PADL shall not place or attach any personal property, fixtures, or structures to the Property without the prior written consent of the County.

3.2. The County makes the Property for the Stations available to PADL in an "AS IS" condition. The County makes no representations, warranties, or guaranties concerning the condition of the 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.

3.3. Use of the Property and PADL's operations within the County, shall, at a minimum: a) not adversely affect the Property or any other County property; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement within the Property; d) not create conditions which are a threat to public safety and security; and e) not constitute a nuisance with respect to neighboring residential uses.

3.4. In making the Property available for use by PADL, the County assumes no liability for loss or damage to PADL's paddleboards, kayaks, or other property and equipment. PADL agrees that the County is not responsible for providing security at any Property location where PADL's property and equipment are stored or located, and PADL hereby waives any claim against the County in the event PADL's paddleboards, kayaks or other property and equipment are lost or damaged.

4. Service Rates and Revenue Share:

4.1. PADL shall offer quality equipment and Services at competitive prices that are consistent with similar goods and services offered in other local facilities. Customers shall have the option to sign up with PADL for subscription/membership packages, or pay by the hour at rates determined and identified by PADL. Before the 1st of each month, PADL shall provide a sales and utilization report to the County for each Station.

4.2. PADL shall pay to the County a twenty (20%) share of the total monthly gross revenue net sales tax for each Station for the granted use of the Property. PADL shall pay the fees to the County by the fifth (5th) of each month, representing the gross revenue collected for the preceding month. The revenue share fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

5. Term:

5.1. The term shall begin on the Effective Date and shall remain in effect through May 31, 2022 unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County's best interest to do so.

5.2. PADL shall have until May 31, 2021 to deliver the Stations to the Property designated by the parties and make the Stations available to the public for rent.

5.3. Upon expiration of this Agreement, PADL shall, at its sole cost and expense, vacate the Property and remove therefrom the Stations and all personal property and equipment and restore the Property to a condition which is visually and structurally indistinguishable from the immediately surrounding area.

6. Termination:

6.1. Default. Upon discovery that PADL is not providing the Services in accordance with the provisions of this Agreement; that PADL has failed to provide information required under this Agreement or that any of the information provided by PADL is inaccurate; that PADL has failed to comply with the terms, conditions, and obligations of this Agreement; that PADL has failed to comply with applicable rules, laws and regulations; or whenever PADL ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider PADL to be in default and may assert a default claim by giving PADL a written Notice of Default. Except for a default by PADL for

failing to comply with applicable laws, rules, regulations, ordinances, orders, and policies, of the County, the State, and the Federal governments which must be cured immediately, PADL will have fifteen (15) days after receipt of the notice of default to either cure the default or, if the default is not curable within fifteen (15) days, provide a written cure plan to the County describing how and when the default will be cured. PADL will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

6.2. Termination For Cause. Upon the failure or inability of PADL to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement at any time for cause.

6.3. Termination For Convenience. The Agreement may be terminated, with or without cause, by either party upon thirty (30) days advanced written notice to the other party. The written notice will state the effective date of the termination.

6.4. Should the Agreement be terminated by either party under the provisions of this paragraph, PADL shall immediately discontinue all Services affected unless notice directs otherwise. PADL shall, at its sole cost and expense, vacate the Property and remove therefrom the Stations and all personal property and equipment and restore the Property to a condition which is visually and structurally indistinguishable from the immediately surrounding area. Further, any termination of this Agreement shall not serve to relieve PADL of any monies owed to the County.

6.5. The provisions in this paragraph shall survive the expiration or termination of this Agreement and shall apply notwithstanding any contrary provision.

7. Compliance:

7.1. PADL shall abide by and not commit nor permit any violations of applicable laws, rules, regulations, ordinances, orders, and policies, of the County, the State, and the Federal governments, as may be in effect now or at any time during the term of this Agreement, all as may be amended. PADL shall also abide by any environmental rules governing site improvements, temporary structures or related items applicable to the Stations and Services. Failure to do so shall result in termination of this Agreement by the County if PADL fails to immediately cure.

7.2. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by PADL in relation to this Agreement. The Athletic Association is bound by the terms, conditions, and obligations of this Agreement. Failure to comply with any terms, conditions, or obligations of this Agreement shall constitute a default and shall entitle the County to terminate this Agreement if the default is not cured as outlined herein.

8. Taxes: In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

9. PUBLIC RECORDS:

9.1. PADL acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. PADL acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, PADL covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) 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 term and following completion of the Agreement if PADL does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of PADL or keep and maintain public records required by the County to perform the services. If PADL transfers all public records to the County upon completion of the Agreement, PADL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PADL keeps and maintains public records upon completion of the Agreement, PADL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.2. PADL's failure to comply with the requirements of this Paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to PADL.

9.3. PADL acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and PADL, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify PADL of the request, and PADL must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If PADL does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

(c) If PADL fails to provide the public records to the County within a reasonable time, PADL may be subject to penalties under Section 119.10, Florida Statutes.

IF PADL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PADL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

10. Audit: PADL shall retain all records relating to this Agreement for a period of at least three (3) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

11. SCRUTINIZED COMPANIES CERTIFICATION: In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that PADL is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if PADL is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

12. Indemnification:

12.1. PADL hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the Services and the use of the Stations.

12.2. PADL shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud by PADL, its agents, PADLs, assigns, and employees, in the performance of the Agreement or breach thereof.

12.3. In light of the County being a governmental entity, nothing herein is intended to serve as a waiver of the County's sovereign immunity protections nor does it extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. Notwithstanding anything stated to the contrary in the Agreement, the County's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time. The provisions of Paragraph 12 shall survive the expiration or termination of this Agreement.

13. Insurance: PADL shall comply with all insurance requirements stated in the RFP. PADL shall maintain throughout the term of this Agreement and any renewals thereto a general liability insurance policy, automobile liability insurance policy, workers compensation/employers liability policy, and professional liability insurance policy in the minimum amounts stated in the Request. Either prior to or simultaneously with the execution of the Agreement, PADL must deliver certificates of insurance for the required insurance coverages to the County, other than workers compensation and professional liability, **naming "Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its Employees, agents, boards and commissions, as their interests may appear" as "Additional Insured" along with the specific Property** where Services are performed. PADL shall provide thirty (30) day prior written notification to the County in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is canceled, terminated or revoked, PADL agrees to immediately suspend its operations until replacement insurance is obtained and verified.

14. Equipment Inventory. An inventory of all Stations, equipment, and personal property stored at each Property location by PADL must be provided to the County Representative within thirty (30) days of delivery of a Station. The inventory list shall include the type and brand of paddleboards and/or kayaks to be rented, types of personal flotation devices to be used, and types of paddles and any other standard rental equipment. All equipment or other personal property owned by PADL, which has been placed or maintained on the Property by PADL, is at the sole risk of PADL.

15. Incident Reporting. PADL shall notify and submit an Incident Report to the County Representative within 24 hours of any accident/incident that requires medical attention, when public safety personnel have been called to assist with a situation, or property damage has occurred.

16. Utilities: PADL shall reimburse the County on a monthly basis for the actual cost of any utilities and services consumed by PADL at the Property in relation to the Stations during the period of PADL's use of the Property, including, but not limited to, electricity, water and sewer and trash collection, if applicable.

17. Waste and Hazardous Material Disposal: PADL shall make all arrangements necessary to accomplish proper off-site disposal of all debris or waste generated by the Services and any hazardous materials, all at no additional cost to the County, and in accordance with Federal, State, and Local laws and ordinances.

18. Notice: All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to PADL:

PADL, LLC
478 Bay LN
Key Biscayne, FL 33149
Attention: Andres Avello, CEO
and Founding Partner

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Kimberly Morgan

19. Independent Contractor: PADL is an independent contractor to the County in provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of the County. The parties and their personnel will not be considered to be employees or agents of the other party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

20. Assignment: PADL shall not assign or otherwise transfer, in whole or in part, any of its rights, duties, or obligations under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by PADL without such prior written consent shall be null and void.

21. Subcontractor: A subcontractor may be utilized for this Agreement. Any subcontractor utilized by PADL, shall be supervised and compensated by PADL. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

22. No Third-Party Beneficiaries: Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

23. Amendment or Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of the County and PADL. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

24. Further Assurances: Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and

instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

25. Remedies: The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary

26. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

27. Attorneys' Fees: In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

28. Waiver: No waiver by the County of any breach of any provision of this Agreement by PADL shall constitute a waiver of any other breach of either the same provision or of any other provision by PADL. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

29. Severability: If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

30. Headings: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

31. Counterparts: The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

32. Use of Agreement by other Government Agencies/Entities: To the maximum extent permitted by applicable law and as agreed to by PADL, this Agreement may be extended to other governmental agencies/entities, including the State of Florida, its agencies, political subdivision, counties, cities, and municipalities. Each governmental agency/entity allowed by PADL to use this Agreement shall do so independent of any other governmental agency/entity. Each governmental agency/entity shall be responsible for its own purchases and shall be liable only for

goods or services ordered, received and accepted. No governmental agency/entity receives any liability by virtue of this Agreement.

33. Entire Agreement: This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

34. Authority: Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

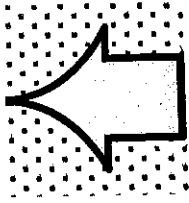
[Signatures appear on the following page.]

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

PADL, LLC

By: 

Print Name: Andres Auello
Print Title: CEO / Founder

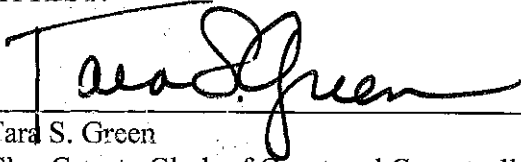


**Clay County, a political subdivision of the
State of Florida**

By: 

Mike Cella
Its Chairman

ATTEST:



Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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ATTACHMENT A

RFP NO. 20/21-7, PADDLEBOARD & KAYAK RENTAL STATIONS

SCOPE OF SERVICES

PURPOSE

Clay County is soliciting interested, qualified Concessionaire to provide paddleboard and/or kayak rental services for various parks/boat ramps that provide waterway access throughout Clay County, Florida. The County reserves the right to award to multiple Proposers.

The following waterfront locations considered for rental stations. Proposers do not have to provide services at all locations to be considered for award.

- Camp Chowenwaw
- Doctors Lake Park & Boat Ramp
- Governor's Creek Boat Ramp
- Lake Brooklyn Boat Ramp
- Lake Geneva Park & Boat Ramp
- Lakeshore Boat Ramp
- Main Street Boat Ramp/Middleburg Boat Ramp
- Old Ferry Boat Ramp

Proposers must demonstrate the ability to provide safe, consistent and reliable services that will:

- Provide recreational outdoor options to residents and visitors of Clay County.
- Maximize the public's use and enjoyment through healthy activities.
- Foster an awareness and appreciation of the natural environment.
- Encourage tourism.
- Provide an accurate and verifiable system to account for all revenue collected.
- Provide an accurate and verifiable system to determine the dates and times of operation.
- Adequately compensate the County.
- Provide patrons with safe, high quality paddleboards and/or kayaks for rental at reasonable prices.
- Provide adequate safety equipment including approved floatation devices and distress whistles for each patron.
- Provide adequate communication equipment to manage the operation.

SCOPE OF SERVICES

Services of this kind have not been offered previously at the considered locations. The Proposer may offer manned stations and/or automated rental stations. The Proposer shall be responsible for verifying any and all information and to familiarize themselves with the site location and work required, prior to submitting a proposal. Proposers are expected to examine the property and to

identify as to its suitability for this rental operation. The County makes no guaranty or warranty, either expressed or implied, with respect to the property.

- A. The successful Proposer shall provide all necessary furnishings and equipment related to operating a successful paddleboard and/or kayak rental station. For example: kayaks, paddleboards and related safety equipment and supplies.
- B. The successful Proposer shall be responsible for reviewing and complying with all applicable Local, State, and Federal rules, regulations, statutes, ordinances, including but not limited to laws governing operation of paddleboard and/or kayak rentals and any requirements of governmental entities applicable to Contractor's use of property location(s).
- C. Paddleboards and/or kayaks may be brought into the park on storage trailers/stands and the successful Proposer may operate from such.
- D. The properties will be provided in an "AS IS" condition. The successful Proposer may not install temporary improvements or other property without express written approval from the County.
- E. The successful Proposer may be authorized to erect an agreed upon amount of racks capable of storing equipment. These improvements may also include a temporary tent with roll down sides. The successful Proposer must abide by any environmental rules governing site improvements, temporary structures or related items.
- F. Electricity and water may not be available on the rental site, depending on location.
- G. All equipment desired by the successful Proposer will be acquired at the successful Proposer's expense.
- H. Each location must be connected via mobile devices to facilitate reservations, payments and tracking mechanisms.
- I. The successful Proposer may use automated locks with equipment.
- J. The successful Proposer must provide a clear reservation, cancellation and refund policy.
- K. The public's right shall not be infringed upon by any activity of the successful Proposer or any of its personnel. The activities of the successful Proposer shall be to render service to the public in a dignified manner.
- L. The successful Proposer shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the successful Proposer.
- M. The successful Proposer shall operate in a manner that will ensure the convenience and safety of the public. If the successful Proposer or his/her personnel offer training or lessons for paddleboards and/or kayaks, they must possess the appropriate skills to do so in a safe and effective manner.

- N. The successful Proposer must provide efficient customer service to answer questions and provide information concerning, among other things: rental process, prices, locations, billing, incidents, complaints, etc.
- O. The successful Proposer shall offer quality equipment and services at competitive consistent with similar goods and services presently being offered in other local facilities.
- P. All pricing for all goods and services must be posted and visible for all customers.
- Q. The successful Proposer shall maintain all facilities and equipment in a clean and sanitary condition.
- R. Security and storage of necessary equipment will be the responsibility of the successful Proposer. The successful Proposer may be authorized to store equipment at the property location(s), in an area designated by the County and Parks Manager.
- S. The successful Proposer shall offer quality equipment and services at competitive prices at least consistent with similar goods and services presently being offered locally in other local facilities.
- T. The successful Proposer must make every reasonable effort possible to preserve and not negatively impact the natural resources of the park and waterway area.
- U. No reckless operation of equipment that may damage the natural resources or wildlife will be permitted.
- V. The successful Proposer will be solely responsible for all operations and maintenance of equipment.
- W. The County expects that the successful Proposer have operations up and running no later than May 31, 2021.

HOURS OF OPERATION

Minimum operating hours shall be 8:00 a.m. to sunset, seven (7) days a week, including holidays. The County may authorize a change in hours of operation, if such a change is desirable in providing the best service to the public.

SAFETY REGULATIONS

The successful Proposer must ensure that rental of all paddleboards and/or kayaks shall be done in accordance with all applicable regulations and in compliance with all applicable regulations and recommendations to the basic safety regulations. The successful Proposer will adhere to the program as approved by the County for all rentals under this contract.

The successful Proposer shall post an emergency number and email where the public can report any incidents.

EQUIPMENT

The Proposer shall provide a complete list of rental equipment that will be provided to include:

- Type and brand of paddleboards and/or kayaks to be rented.
- Types of personal flotation devices to be used.
- Types of paddles and any other standard rental equipment.

There must be a minimum of four (4) paddleboards and/or kayaks per location. Based on the demand for rentals and available space, the County shall have the option to confer with the successful Proposer and approve an increase in the number of vessels stored on site.

Equipment shall be kept and maintained in a safe and seaworthy condition.

INDEPENDENT CONTRACTOR

The successful Proposer will operate as an independent contractor and are not considered to be County personnel. The contractor must obtain all County and/or City licenses as applicable.

PERSONNEL (if applicable, for manned stations)

- A. All persons involved in rental operations are required to undergo a background check and drug test at the successful Proposer's expense. In addition, it is the successful Proposer's responsibility to ensure all new hires, officers, and agents, are communicated to the County after completion of the background checks and drug testing.
- B. The County reserves the right to request random drug testing of all of the successful Proposer's personnel.
- C. All personnel of the successful Proposer shall be neatly attired in uniform/T-shirts that identify them as personnel of the successful Proposer.
- D. The design of such uniforms shall be subject to the prior approval of the County. All uniforms worn shall be maintained in a neat and clean manner.
- E. All personnel of the successful Proposer shall wear identification badges that will be furnished by and at the expense of the successful Proposer. No individual shall be permitted to work without identification.

SIGNS

The successful proposer shall not place any sign or advertisement upon any property of the County without written approval by County.

MARKETING/TOURISM

The successful Proposer shall maximize all opportunities through sponsor partnerships and build continuing relationships within the County, Municipalities, mission sponsors, industry partners and local vendors in order to continue to expand and grow this project. The successful Proposer shall work closely and consistently with the Clay County Tourism Department and the County's

Tourism Related Businesses to meet all goals regarding marketing, visitor research and other programs that will be mutually beneficial for both the County and the successful Proposer.

The successful Proposer shall operate a mutually beneficial website and/or social media.

REPORTING

The successful Proposer shall supply monthly reports including, but not limited to, the following:

- Number of rentals, including repeat rentals
- Route usage
- Zip code of renter

The successful Proposer is encouraged to provide reporting from website and/or social media analytics to support Marketing/Tourism efforts.

COMPENSATION

In consideration for the right and privilege to conduct operations, the successful Proposer must compensate the County with a Revenue Share Fee to be proposed in the RFP submission. This fee shall be inclusive of gross receipts net sales tax.

This fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public. The County reserves the right to audit any financial documentation at any time.

INSPECTION OF PROPERTY

Locations considered for rental stations are available for independent inspection during normal park hours.

PROPERTY SITE DESIGNATIONS

A proposed site survey for stations shall be included in the RFP submission. The successful Proposer along with the County will mutually agree on final station locations prior to execution of agreement.

TERM OF AGREEMENT

The award will result in a one (1) Year Agreement with the County reserving the right and option to extend the Agreement for an additional two (2) periods of twelve (12) months each upon written approval.

All Proposers must be licensed to do business in the State of Florida at the time of submission.

TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any agreement by giving written notice to the successful Proposer thirty (30) days prior to the effective date of such cancellation.

ATTACHMENT B

LETTER OF TRANSMITTAL

It is our purpose at PADL to provide self service paddle sport rentals, paddle share services, for the residents and visitors of Clay County at Camp Chowenwaw, Doctors Lake Park & Boat Ramp, Governor's Creek Boat Ramp, Lake Brooklyn Boat Ramp, Lake Geneva Park & Boat Ramp, Lakeshore Boat Ramp, Main Street Boat Ramp/Middleburg Boat Ramp, and Old Ferry Boat Ramp. Our paddle share services are provided through our self-serve paddle sport rental stations. A four (4) board rack is on each solar powered station, and check in / out process is offloaded onto our mobile applications for both iOS and Android. 11' lightweight TCT boards are PADL branded boards made in the USA by Bounce Composites LLC. Riders have the option to sign up for either a monthly membership, or pay by the hour. Rates are typically \$24.99 per month, or \$15.00 per hour respectively.

We will provide recreational outdoor options to residents and visitors of Clay County, maximize the public's use and enjoyment through healthy activities, foster an awareness and appreciation of the natural environment, encourage tourism, provide an accurate and verifiable system to account for all revenue collected, provide an accurate and verifiable system to determine the dates and times of operation, adequately compensate the County, provide patrons with safe, high quality paddleboards and/or kayaks for rental at reasonable prices, provide adequate safety equipment including approved floatation devices and distress whistles for each patron and provide adequate communication equipment to manage the operation.

PADL will offer full service which includes customer support, system maintenance, safety and insurance.

Customer Support: We're here to help. If there is ever an issue, we have someone ready to answer by phone, email, or in-app request. We also provide on-the-water support via our partner Sea-Tow.

System Maintenance: PADL will routinely check the station, boards, paddles, and safety equipment to ensure they are in clean and in operable condition.

Safety: Our platform is equipped and ready with real-time GPS tracking, in-app waivers and safety videos, personal flotation devices, and lockdown during inclement weather.

Insurance: We will maintain an active commercial liability insurance policy with Equity Lifestyle Properties and Fiesta Key RV Resort listed as additional insured.

Our team includes myself, Andres Avello, CEO and Founding Partner, Felipe Jauregui, COO and Founding Partner, Khalil Khouri, CPO and Founding Partner, Jose Lorigo, Head of Business Development, and Parker Lake, Head of Tours and Rider Engagement. We also work with local employees and contractors in each of the 7 cities we operate in for onsite services when required. Authorized to make representations for the proposer are Andres Avello, Felipe Jauregui and Khalil Khouri.

Equity Lifestyle Properties

- 1) Client Name with contact person, phone number and email: Jessica Frey, 305-249-1036, Jessica_Frey@equitylifestyle.com
- 2) Description of work: Paddle Share Services at Fiesta Key Resort
- 3) Total dollar value of the contract: \$0 – PADL covers cost of equipment and operation
- 4) Dates covering the term of the contract: December 2020 – 12 months with option to renew
- 5) Results of the project: Quickly launched and built strong stream of travel clients in Fiesta Key Resort in the Florida Keys. The success of this project opens up the opportunity for many more locations within the portfolio and will add further value to PADL's membership base.

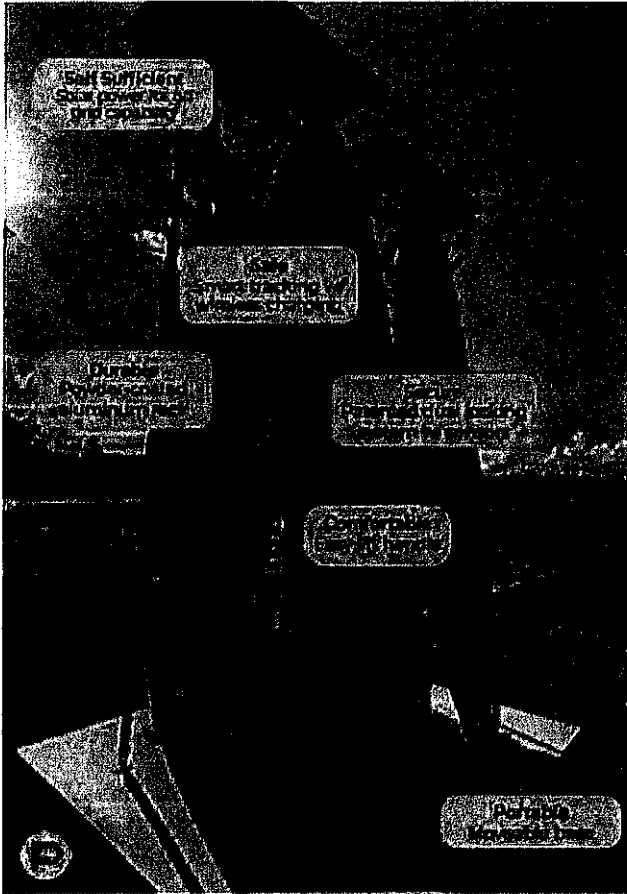
PROPOSED APPROACH TO PROVIDING SERVICES

a) Describe the types of rentals planned.

Rentals are completely offloaded onto the PADL mobile app. The rider will be guided to download the mobile app from the QR code on the station. Once downloaded, the rider will have access to safety videos, and waiver agreements prior to rental. Once the rider agrees to terms, inputs a payment method, the rider will be able to unlock and ride a board. Riders will now be tracked by the system via board mounted GPS and stats will appear on the riders rental in the app as well as on our backend platform. When the rider is finished, they will place the board, paddle and USCG approved type II PFD (personal floatation device) with whistle back on the rack and end the rental from the app.

b) Describe the structure of the rental stations.

Rental stations are composed of a durable aluminum powder coated rack which houses 4 boards, and soon kayaks as well, which will be interchangeable, custom patented locks to securely lock each board and paddle after the rental, lifejackets with whistles provided with each rental, a base which can be easily moved with a forklift, solar panels to charge the locked and board mounted GPS through wireless induction charging.

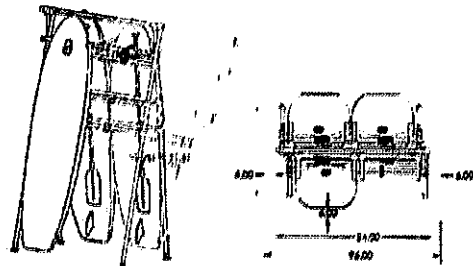


Electricity – Solar power provided, may also connect to ground power if area is covered

Base – Base provided, may also connect directly to floor or approved floating dock

Delivery – Our current pipeline will allow for delivery by May 31, 2021

Dimensions – PADL stations are mounted onto an 8' by 8' base, and are 12' tall when on base and with solar panels



c) Describe understanding, experience and methods used in enforcing the restrictions

placed to deal with such matters as:

1) Customers following strict safety guidelines; random audits are done on rentals through our station mounted cameras to ensure that riders are following regulations and guidelines. If a rider does not follow, we will place a warning on their account. If they do not follow the regulations and guidelines again, they will be banned. Riders may be banned immediately from use as well.

2) Customers obtaining proper training prior to engaging in rentals; We offer in app safety videos and signage on the station for safe and fun operation.

3) Limitations on the number of customers participating at one time; A rider may only rent 1 board, so only 4 riders will be active at one time per station.

4) Requirement of customers maintaining distances and being considerate of other patrons of the Park .PADL will follow local regulations and park rules. We can provide signage and notifications as requested.

d) Provide information concerning all necessary licenses and certifications.

No licenses or certifications are currently necessary legally. Tour guides and trainers will need to be vetted internally, provide certification from approved provider, and be approved by the park and county to provide tours / lessons. Additionally, First Aid, CPR, AED training is required by PADL and some parks as well.

e) Provide sample of waiver/release of responsibility. Describe how Proposer will address this requirement with patrons for utilization of equipment.

Riders accept the following waiver and rules of use prior to being allowed to unlock. We keep record of when every rider signs this waiver.

“You must agree to the following agreements by clicking accept below if you would like to continue.

Rental Waiver

Rules of Use

United States Coast Guard Regulations

Required Safety Equipment for Paddle Boarders

Rental Waiver

STAND UP PADDLE BOARD, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. **Definitions.** The person who is participating in stand up paddle boarding shall be referred to hereinafter as "Participant". The "Undersigned" means the Participant, his or her heirs or assigns, when the Participant is age 18 or older OR it means the Participant and the Participant's parent(s) or legal guardian, or the minor's heirs or assigns when the Participant is under the age of 18. "Released Parties" mean PADL LLC or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in paddle boarding lessons, paddle boarding tours, paddle boarding yoga, or paddleboard rentals as offered by PADL LLC.

2. **Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: changing weather conditions, changing water levels, undertows, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, changing and unpredictable currents, drowning, exposure, swimming, overturning, improper use of equipment, carrying boards and other equipment, entrapment of feet or other body parts under rocks or other objects or with equipment, equipment failure, dehydration, sunburn, not being familiar with the waterway and forecasted water and weather conditions, high water, high wind, rapids, other watercraft, docks, pilings or any other obstacles, other participants, instructor/guide's directions, wildlife, marine life, transport to and from the Activity, hiking, and mental and physical distress.

THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to claims of negligence, product defect, breach of warranty, and/or breach of contract.

Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including attorney fees, legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

4. **Minor Acknowledgment.** In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

5. **Medical Care.** Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

6. **Acceptance of Equipment.** Undersigned accept for use as is the SUP equipment rented from the Released Parties, and accept full financial responsibility for the care of the equipment during the rental period. Undersigned will be responsible for the replacement at full replacement value of any equipment rented, but not returned to the PADL LLC. Undersigned agree to return all rental equipment by the agreed date.

7. **Photos/ Video Images.** PADL LLC or anyone authorized by PADL LLC has permission to use Participant's photograph or video image taken during the activity for promotional materials without compensation paid to Participant.

8. **Miscellaneous.** The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Florida and the exclusive jurisdiction for any claim shall be the District Court of Miami Dade County, or the federal court of the State of Florida; (c) Undersigned represent he/she is in good physical health; (d) Undersigned agrees to use a life jacket or appropriate leash while participating in the Activity; (e) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (f) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement

shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Rules of Use

Age:

You must be at least 18 years or older to rent or ride

Number of Riders:

Only one renter or rider at a time. The renter or rider must be the user signed into the iOS or Android PADL Application and renting the equipment.

Swimming Abilities:

You must be able to swim to rent or ride.

Navigating Safely:

As with any vessel or vehicle, you must follow all local laws for your own safety and that of others.

Safety checking before riding:

Before riding, please do a quick inspection. If you see any wires or other visible damage, please reach out to us via our in-app support link or call us at (786) 749-6730.

Life Jackets:

Each paddler must have a USCG-approved Type I, II, III, or appropriate Type V life jacket. It doesn't have to be worn, although that's certainly the wisest plan, and one which we strongly recommend.

The jacket must be in "serviceable condition," without rips, tears or deterioration that will diminish its performance.

The jacket must be of an appropriate size and fit for the wearer.

A Type V jacket can be used as long as it's USCG-approved and applicable for the activity.

Belt pouch-type inflatable PFDs, such as the ones we carry, must be worn on the person to meet the life jacket regulation. For other types of inflatable PFDs, check the approval description printed on the unit for restrictions.

For all life jackets, be sure to read the label to know if special requirements pertain to that device.

Other Required Gear:

A whistle or other sound producing device must be carried to warn other boaters.

If you're on the water after sunset, you need to have a flashlight, or similar lighting device, to warn other boaters.

What You Need to Do:

As the operator of a vessel, you need to follow the Navigation Rules.

You are also required to report any boating accident or injury to the local reporting authority, either the USCG or other agency that has been delegated that authority.

Emergency and Accidents:

If you require immediate police or medical attention, please call 911. Once all parties are out of harm's way, and necessary authorities have been contacted, please reach out to us via our in-app support link or call us at (786) 749-6730. A first aid kit is also available at all locations. Please make sure the security tape and supplies are sealed and intact, and to read instructions inside before use.

United States Coast Guard Regulations

The U.S. Coast Guard (USCG) has determined that SUP boards operated outside a surfing, swimming or bathing area are "vessels" under USCG regulations. The following refers to what that means for you when you're outside those areas.

Life Jackets:

Each paddler 13 years of age or older must have a USCG-approved Type I, II, III, or appropriate Type V (see below) life jacket. It doesn't have to be worn, although that's certainly the wisest plan, and one which we strongly recommend.

A child 12-years old or younger must wear their USCG-approved life jacket.

The jacket must be in "serviceable condition," without rips, tears or deterioration that will diminish its performance.

The jacket must be of an appropriate size and fit for the wearer.

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What You Need to Do:

As the operator of a vessel, you need to follow the Navigation Rules.

You are also required to report any boating accident or injury to the local reporting authority, either the USCG or other agency that has been delegated that authority.

Required Safety Equipment

Unless the paddleboard is being used within a "swimming, surfing or bathing area," the paddleboard must have a USCG-approved life jacket for each person and a sound-producing device on board while on the water.

Although persons on the paddleboard are not required to wear the life jacket while on Florida waters (unless they are less than 6 years of age), it is advisable to find a comfortable life jacket that you can wear or easily carry while on the water.

A "sound-producing device" is a small whistle or horn that can be heard for a least one-half nautical mile. "Referee-type" whistles or other similar devices that can be attached to your life jacket should work well.

If you are operating in limited visibility or at night, you will also need a flashlight or lantern that produces a white light. It should be displayed to approaching vessels in enough time to prevent a collision. The light should not be continually displayed.

If using a paddleboard offshore or on certain coastal waters at nighttime, visual distress signals may be required, per the Code of Federal Regulations.

This information on required equipment for paddleboards is general information and is not intended to address every situation on the water.

”

f) Describe policies and procedures for ensuring a safe and well-maintained operation,

including Local, State, and Federal requirements and required safety equipment;

“United States Coast Guard Regulations

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For all life jackets, be sure to read the label to know if special requirements pertain to that device.

Other Required Gear:

A whistle or other sound producing device must be carried to warn other boaters.

If you’re on the water after sunset, you need to have a flashlight, or similar lighting device, to warn other boaters.

What You Need to Do:

As the operator of a vessel, you need to follow the Navigation Rules.

You are also required to report any boating accident or injury to the local reporting authority, either the USCG or other agency that has been delegated that authority.

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If using a paddleboard offshore or on certain coastal waters at nighttime, visual distress signals may be required, per the Code of Federal Regulations.

This information on required equipment for paddleboards is general information and is not intended to address every situation on the water.

”

g) Describe daily rental procedures and meeting requirement for having patrons sign

waivers; Waivers are signed in the app upon first renting. The system will not allow rental unless waiver is signed.

h) Describe standards for providing excellent customer service and prompt complaint

resolution; Customers are available to reach PADL customer support 24/7 through telephone, email, or in app request. We have management systems in place to properly handle all support requests and have most items resolved within 2 hours, from 7am to 7pm EST. Overnight requests or non rental related inquiries will be resolved the following day.

i) Describe employee hiring practices (if applicable);

Employees hired by PADL follow a 3 month training and vetting period internally, and must pass a background and drug test. Our contractors must follow the same process.

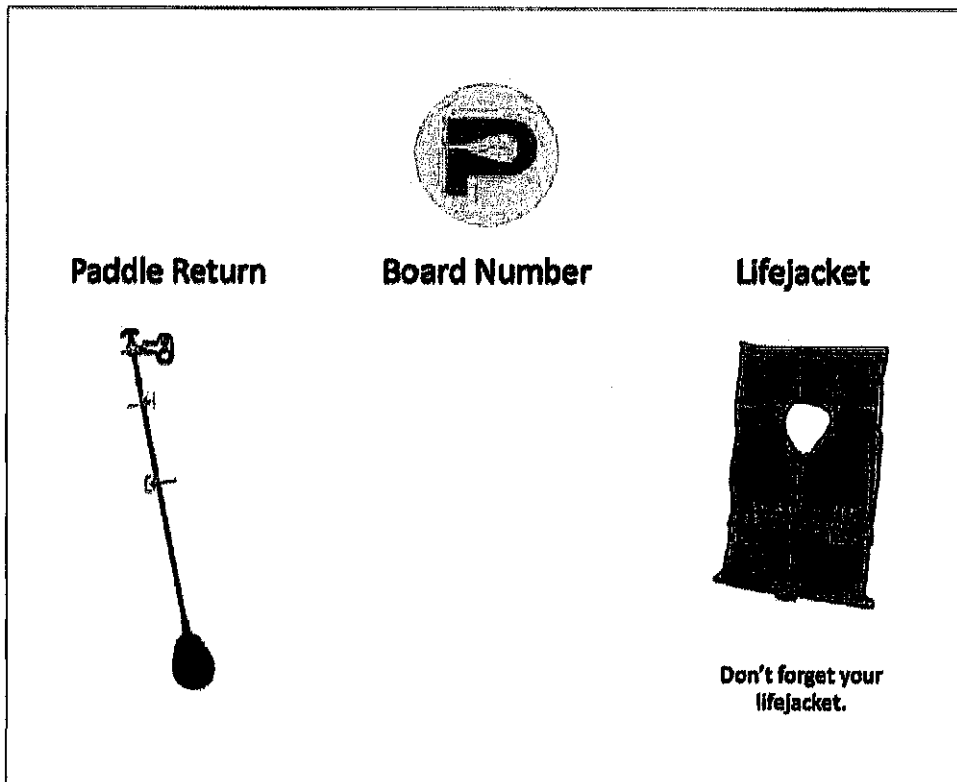
j) Describe the program for safety and maintenance of equipment and proper storage;

Proper storage of equipment is managed systematically through sensors and locks. Each watercraft is stored and locked on the rack and cannot be rented if sensors are not activated. Inversely, the sensors will allow for a rental to end once the watercraft is back in position. This ensures that the board / kayaks will always be in a proper place.

k) Describe approvals and installation of signage;

All approvals will be approved by the park and county prior to installation. Signage on boards and station that are standard are shown below:

Sign behind board on rack: (Board number will be there, not currently shown)



Sign on boards:

HOW TO PADL



DOWNLOAD THE PADL APP



FIND A STATION AND SELECT A BOARD
TO UNLOCK FROM THE APP



RETURN THE BOARD TO THE STATION
AND END YOUR RENTAL TO LOCK
FROM THE APP



NEED SUPPORT? IN THE PADL APP
VISIT OUR FAQ, OR CONTACT US
UNDER SETTINGS > SUPPORT

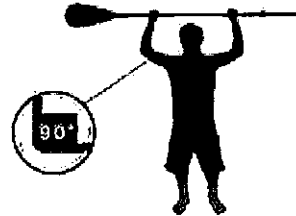
HOW TO RIDE

1 FIST
+
YOUR
HEIGHT

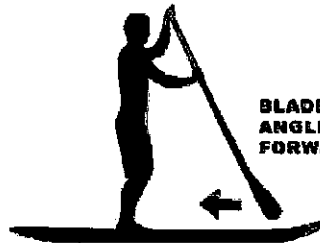
PERFECT
PADDLE
LENGTH



GRIP WIDTH



BLADE NECK
ANGLE IS
FORWARD



START YOUR RIDE
UPSTREAM, AGAINST
CURRENT OR WIND



Sign on sides of station:

PADL

PADDLE BOARD RENTALS

- 1. JOIN**
DOWNLOAD PADL APP TO RENT
- 2. UNLOCK**
LOOK FOR YOUR PADL NUMBER
- 3. RIDE**
DON'T FORGET YOUR VEST!
- 4. RETURN**
PLACE PADDLE AND BOARD ON RACK
- 5. LOCK**
END RENTAL FROM PADL APP
- 6. REVIEW**
CHECK OUT YOUR ROUTE AND STATE!

PADL.CO /PADL.CO

l) Describe management and maintenance of the rental stations and surrounding area;

Stations are checked remotely daily, onsite weekly or more frequently if needed. Remote video checkins look for lifejackets, whistles, paddle and board positions through the cameras, and onsite visits include pictures being sent to headquarters, sanitization and washdowns.

m) Provide detailed proposed fees or charges;

Payments are either hourly or subscription depending on the rider's selection. Our subscription packages which residents are more inclined to opt in for include monthly and biannual plans, currently at \$24.99/mo. or \$79.99 per 6 mo. Our hourly rate which visitors are more inclined to opt for are \$15.00 per hour.

n) Describe Proposer's plan to prepare rental stations for operation and planned start date following County Notice to Proceed;

Upon award of contract, PADL will deliver a station to each park. Stations will be held in PADL's inventory until delivery.

o) Description of handling paying of expenses and proper handling of sales and providing reports as required;

At the end of each month, PADL will provide a sales and utilization report to the county for each station. The agreed fees will be paid via ACH or Check to the county on the specified date in the agreement

p) Describe Proposer's marketing plan for the offerings and provisions of rental services.

PADL will market the locations with Facebook and Instagram ads, Ads on Next Door, Google ads, media releases, events, and by working with local partners and county offices to best promote the launch.

SAFETY/EMERGENCY PLAN

Safety of our riders is number 1 at PADL. We have had 0 incidents since inception and strive to keep up our track record

Rider safety

Our system was developed with safety in mind. Each unit is equipped with a mounted GPS where we can see live rentals on a map. If someone is moving downwind or has been idle for too long, we have a partnership with Sea Tow to be able to send a vessel for support. Additionally, we have equipped each station with a camera which has built in 2-way communication. This allows us to communicate directly with riders at the station.

Inclement Weather & Named Storms

During inclement weather, which includes storms, and high winds, we will shut the station down and riders will not be able to unlock to ride. During named storms, we will take down the equipment. The stations are designed to withstand hurricane force winds without the board and paddles on it, although depending on the severity of the storm we may move the station to storage as well.

Local Support

Further to add, we will have a local partner to manage the stations. The local partner will be responsible for sanitizing the station, ensuring that the equipment is in safe working order, and reporting to PADL. This individual will be trained to follow our guidelines and procedures and assist with any onsite support as needed.

COVID-19 Guidelines



COVID-19 Alert and Guidelines

Please read below to learn about how we are taking precautions for our team and our riders.

Steps we're taking as a team:

- *Cleaning and disinfecting our equipment frequently
- *Wearing gloves while handling equipment
- *Washing our hands regularly
- *Supplying hand sanitizer to PADL team

We're following the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO), federal agencies, and other global health organizations to collect the most up-to-the-minute information to ensure the actions we're taking are comprehensive and expedient. Based on this information, we will decide to continue, pause, or suspend operations in certain markets.

Steps for riders to protect themselves:

- *Just as you should wipe down public and shared surfaces with disinfectant, we encourage you to do the same before riding our equipment
- *We also encourage you to wear gloves and face protection as a precaution, while also washing your hands before and after riding

To learn more about COVID-19 and other precautions you can take, please refer to the Centers for Disease Control and Prevention, the World Health Organization, and your local government's websites.

FINANCIAL ABILITIES

a) Provide a breakdown of the estimated up-front costs for starting the rental stations including costs for the proposed equipment.

Upfront costs required to launch 8 stations, 1 in each park stated will cost \$80,000 USD. PADL will set aside a 25% contingency on top to cover any additional costs that may arise including transportation and

delivery. The cost covers racks, bases, boards, paddles, whistles, pfd's, cabling/wiring, locks, solar power and all other components required for startup.

b) Describe in detail Proposer's ability to access and/or provide all the necessary funding for startup costs and to maintain operations.

PADL operates with a significant profitability at each location and is backed by a group of private investors and owners with ability to provide sufficient funding for new locations and operations. PADL is also actively raising funds to launch an additional 50 locations.

c) Provide list of current assets and equipment utilized in existing operations.

Current assets and equipment used in current operations include the following:

Stations and Equipment: \$91,879

Platform: \$227,050

Tooling: \$26,327

COMPENSATION

PROPOSAL FORM

RFP NO. 20/21-7. PADDLEBOARD & KAYAK RENTAL STATIONS

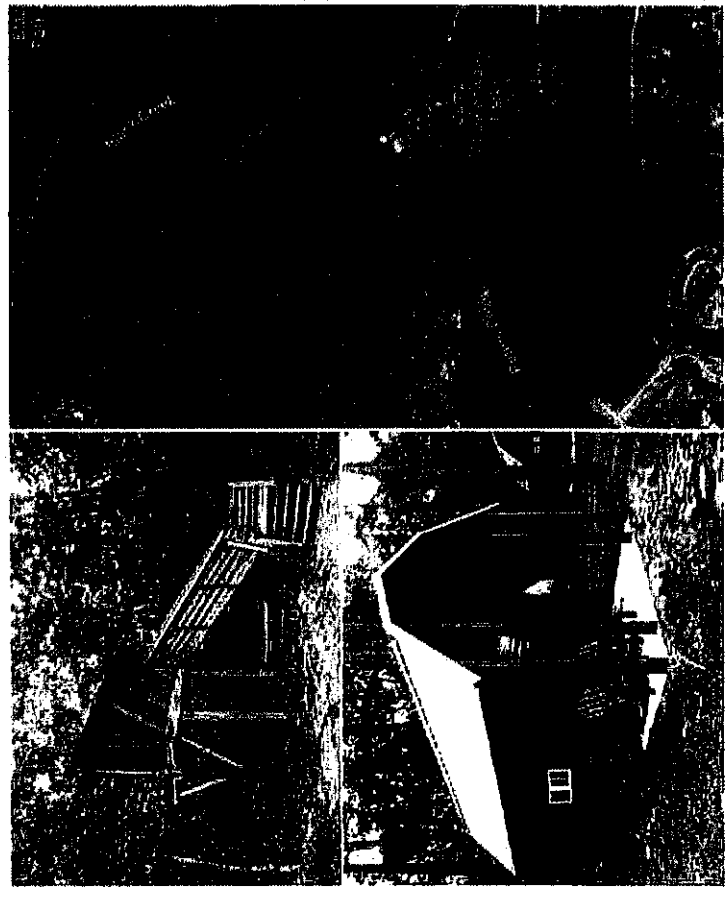
For each location proposed, the successful Proposer shall pay to the County TWENTY
percent (20 %) of total monthly gross revenue net sales tax. (Gross revenue percentage)

Such percentage shall be received by the County from the successful Proposer by the fifth (5th) of the month for each preceding month starting with the Notice to Proceed Date.

COMPANY NAME: PADL LLC



Camp Chowenwaw

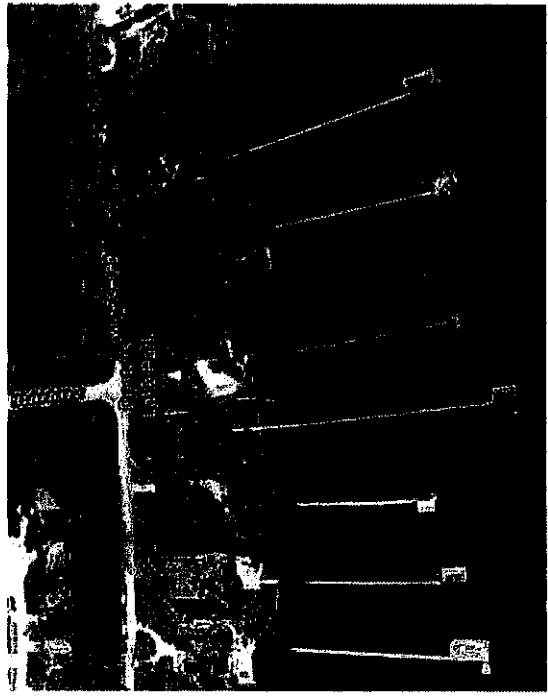


- Clay County
- 1517 Ball Road Green Cove Springs, FL United States
- Previously girl scout camp
- Cabins and tree houses available for rent
- Parking
- Between Black Creek and Peters Creek flowing to St. John's River

Public



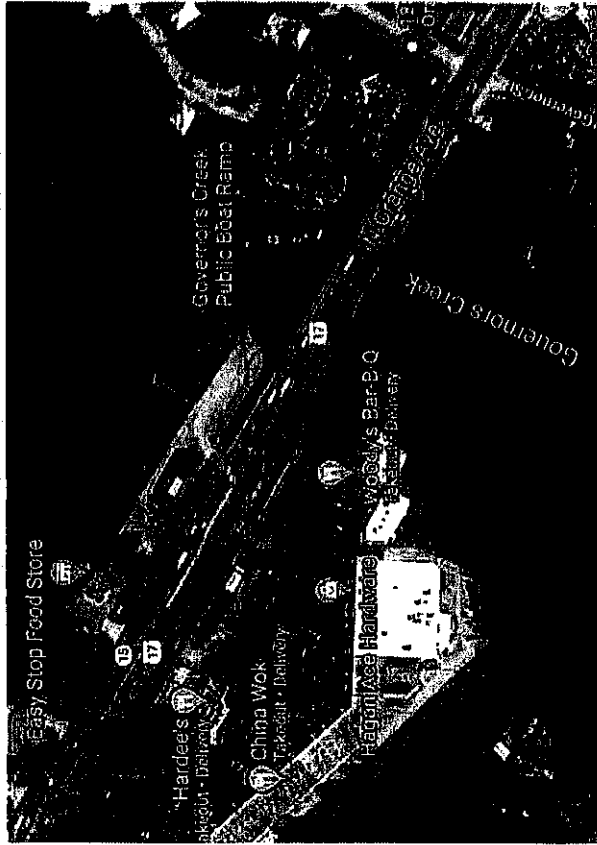
Doctors Lake Park & Boat Ramp



- Clay County
- 2399 Lakeshore Dr Fleming Island, FL United States
- Visible Parking
- Boat ramp
- Dock
- Covered seated area / picnic area
- Located on Doctors Lake
Public



Governor's Creek Boat Ramp

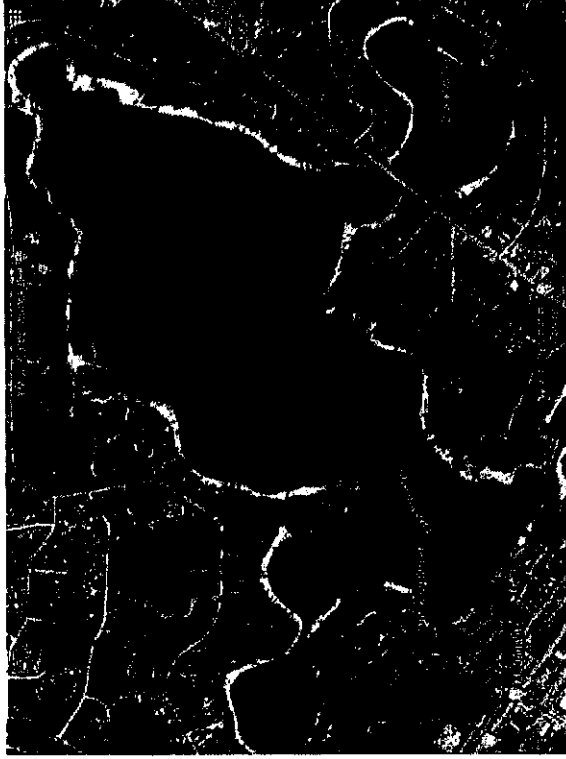


- Clay County
- 1882 N. Orange Ave Green Cove Springs, FL United States
- Busy area
- Easy access from boat ramp
- Located between Governor's Creek and St. John's River

Public



Lake Brooklyn Boat Ramp

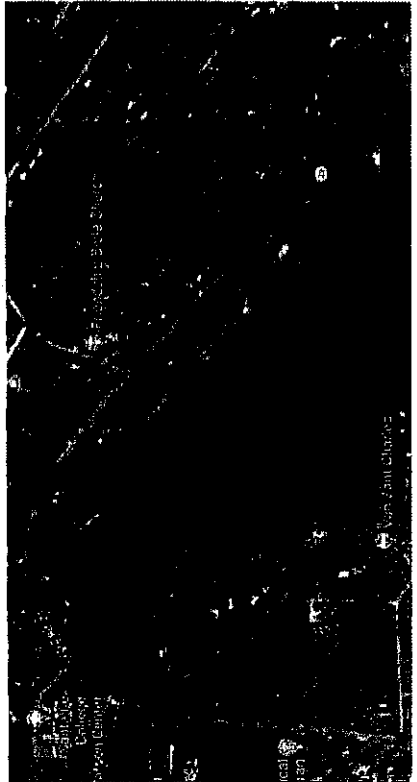
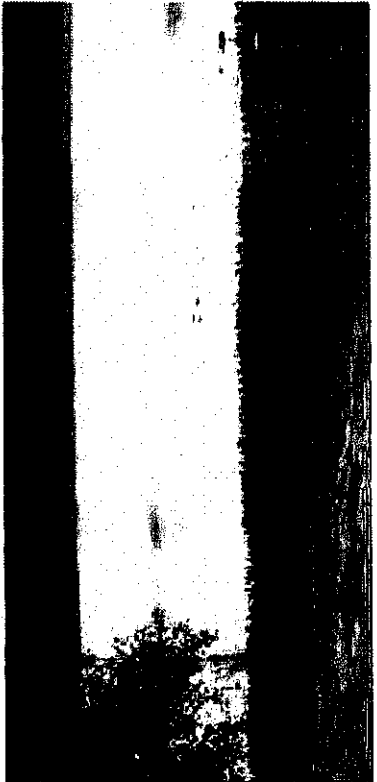


- Clay County
- 7165 King Street Keystone Heights, FL United States
- Unique shape of lake provides paddle through tight stretches, bays
- On Lake Brooklyn

Public



Lake Geneva Park & Boat Ramp

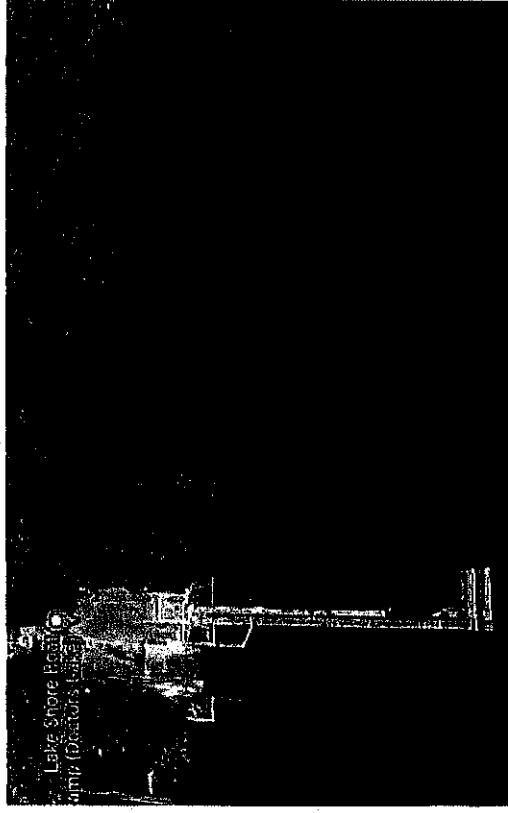


- Clay County
- 7831 State Road 21 Keystone Heights, FL United States
- Smaller lake with boat ramp for easy access
- Surrounded by a few churches and Santa Fe College
- Located on Lake Geneva

Public



Lakeshore Boat Ramp



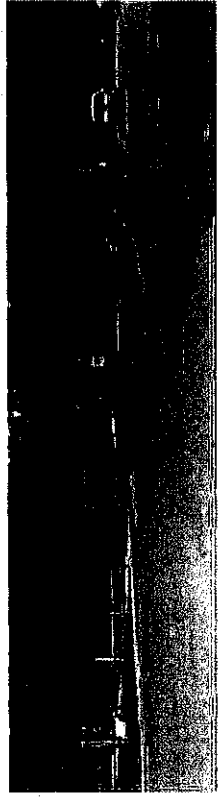
- Clay County
- 4300 Lakeshore Drive Fleming Island, FL United States
- Next to Eagle Harbor waterfront park (family / kid friendly park with pools, dining etc)
- Located on Doctors Lake

Public



Main Street Boat Ramp/Middleburg Boat Ramp

- Clay County
- 3788 Main Street Middleburg, FL United States
- Good paddle route to Redneck Beach and South Fork Black Creek
- Located on North Fork Black Creek

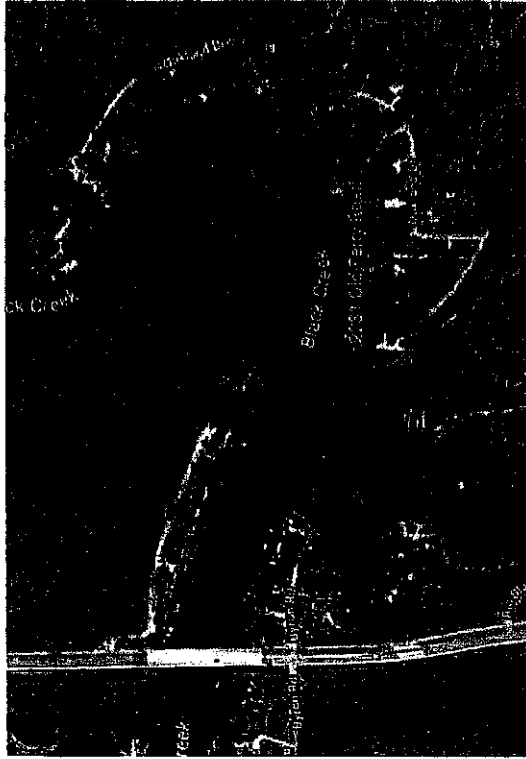


Public



Old Ferry Boat Ramp

- Clay County
- 2231 Old Ferry Road
Middleburg, FL United States
- Located on Black Creek
- *Boat ramp only, low density,
multiple locations on black creek*



Public