



BEACH CONCESSION AGREEMENT
(3-Year)

This agreement made and entered into this 19 day of January 2017, by and between Aquatic Adventures Management Group of Panama City Beach, Florida ("Aquatic") and Aqua Vista Condominiums ("AV") of 17155 Front Beach Road, Panama City FL, 32413.

RECITALS:

AV desires to grant and authorize Aquatic the concession rights for the rental of the beach and water recreation and sports equipment, including beach chairs & umbrellas, charter fishing, and beach photography and Aquatic desires to secure such concession rights in the Resort.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Concession Rights. AV grants to Aquatic and Aquatic accepts from AV the exclusive privilege of maintaining the leasing and rental concessions in the Resort to the recreational and sports equipment, which are described in Schedule A to the Agreement.
2. Offsite Activities. Aquatic may also make available to the members and guests of the Resort various off-site activities, such as Pontoon Boat rentals Guided waverunner tours, Dolphin Excursions, Snorkel Trip, Fishing Boat Rentals, Etc.
3. Equipment. The number of various items of equipment and the storage area of such equipment shall be subject to the approval of AV. Aquatic will make available sufficient equipment for special groups and holidays.

Aquatic shall furnish at its own expense all of the rental equipment and any additional items or equipment necessary to maintain the rental equipment in the areas approved by AV. All such equipment shall be new except for used equipment that is approved by AV and is deemed to be in the style and appearance to coordinate well with the other equipment and with the Resort facilities. The equipment shall be maintained in good working and safe condition at all times during the term of this Agreement.

All of the listed equipment that is to be provided by Aquatic shall remain the property of Aquatic and shall be removed by Aquatic at the termination of this Agreement.

4. Approval. AV reserves the right to prohibit the rental of any item that it deems objectionable or dangerous and AV shall have the right to require improvements of the quality of either of the specific equipment or the services rendered by Aquatic.

5. Rates and Charges. The maximum rates and charges for the equipment rental under the terms of the Agreement shall be subject to the mutual approval of the parties to this Agreement. Aquatic shall not change any rates established by the parties or to curtail or diminish any service provided for in this Agreement without first requesting and receiving permission from AV.

6. Hours of Operation. Aquatic shall operate the rental concessions seven days a week during the season beginning March 1, and ending October 31 of each calendar year. Aquatic shall make available to AV any of the services on an as-need basis after the end of October of each year. The hours of operation shall be from 8AM to 5PM unless modified by parties in writing.

7. Attendants. Aquatic shall be responsible for employing its attendants. The attendants are to be of good moral character and shall not be retained by Aquatic if AV considers that employee to be unfit for employment or otherwise objectionable.

Aquatic shall furnish attendants who are qualified to operate the leased equipment and have had proper training in first-aid and water safety and other similar courses required by AV. The attendants shall be courteous and shall nurture and maintain good public relations with all guests and members of the Resort as well as the observant of all regulations that may be set from time to time by AV for the operations of the property and facilities of the Resort.

8. Dress and Manner of Employees. All employees of Aquatic performing services under this agreement shall be property dressed at all times.

9. Compensation. Aquatic shall pay to AV during the term of this Agreement sixteen thousand five hundred (\$16,500.00) dollars per year, tax included. The payments shall be made in the following form:

\$5,500.00	April 1 st 2017, 2018, 2019
\$5,500.00	June 1 st 2017, 2018, 2019
\$5,500.00	July 1 st 2017, 2018, 2019

10. Gross Receipts. Gross receipts as used in this agreement shall include all monies and everything else of value received by Aquatic through the operation of the concessions as provided in this Agreement without any deduction excepting an allowance for the deduction for sales and excise taxes imposed by any governmental entity and collected by Aquatic.

11. Repair and Maintenance. Aquatic shall maintain the premises used in its operation in good order and repair during the entire term of this Agreement. Aquatic shall keep the subject premises in clean and sanitary conditions at all times. Aquatic will clean and rake the beach on an as needed basis with a Barber beach cleaning machine and tractor.

12. Destruction of Premises. If at any time during the term of this Agreement the premises to be used by Aquatic are damaged by fire, act of nature or other cause beyond the control of the parties, then either party may terminate this Agreement upon providing a written notice to the other.

~~13. Private Tents and Umbrellas. Owner shall prohibit its employees and guests from placing, maintaining or using any private tents or umbrellas in the area between the rental lounge chairs and the waters of the Gulf of Mexico.~~

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14. Website. Aquatic website will link with AV's website for information concerning the various activities and uses available to the AV guests.

15. Licenses and Permits. Aquatic shall obtain and pay for all licenses that may be required for the operation of the equipment rental.

16. Compliance with State and Local Laws. Aquatic shall comply with applicable state and local laws governing the operation of the equipment rental and shall be responsible and shall pay all sales and excise taxes to the proper governmental authority as required for the rental or such equipment.

17. Termination. This Agreement may be terminated by either party for good cause by giving to the other 15 days written notification of termination setting forth the reasons for the termination. The non-complaining party shall then have ten days to remedy such deficiencies to the other party's reasonable satisfaction. If after the ten-day period the problem has not been remedied to the reasonable satisfaction of the complaining party, this Agreement shall terminate.

18. Indemnification. Aquatic shall hold AV, its owners, directors and employees, harmless from and shall defend and indemnify AV from and against liability for injuries or deaths or persons or damage to property arising from the activities under this Agreement, including loss predicated on the alleged active or passive negligence of AV. Each party shall give the other party prompt notice of any claim coming to the party's knowledge that relates to the provisions of this indemnity. AV shall have the right to participate in the defense of the claim to the extent of its interest.

19. Liability Insurance. Aquatic shall maintain insurance for bodily injury, death or property damage occasioned by reason of the operation conducted by Aquatic under the terms of this Agreement with minimum liability limits of \$2,000,000 single limits coverage **and \$6,000,000 aggregate coverage** continuously throughout the term of this Agreement, which policy shall also include AV as additional insured. Certified copies of the above described insurance policy and all certificates of such policy shall be furnished to AV effective as of the date of this Agreement. Such policy shall contain a clause substantially providing that the policy may not be cancelled or materially changed until 30 days after receipt by AV of written notice of such cancellation or change in the coverage as evidenced by receipt of a certified letter. **All liability policies shall include a waiver of subrogation in favor of AV.**

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20. Workmen's Compensation. Aquatic shall maintain during the period of this Agreement Workmen's Compensation insurance in strict compliance with the state law.


21. Term. The term of this Agreement shall be for three (3) years beginning March 1st, 2017 through October 31st, 2019. Any renewal or extensions of the Agreement shall be in writing and approved by both parties.

22. Assignment. This agreement shall be binding upon the parties hereto, their successors and assigns; however, Aquatic may not sublease or assign its obligations under this Agreement without the prior written consent of AV.

23. Amendments. The parties by mutual consent may agree to modifications or additions to this Agreement. All such modifications or additions shall be in writing and approved by both parties.

24. Notices. All notices required to be given by the parties shall be deemed given to the parties by depositing the same in the United States mail, postage prepaid, addressed to the following.

Aquatic Adventures Management Group



Aqua Vista Condominiums



Gene Christian, President
Aquavista of Panama City Beach Owner's Association Inc.

The parties have executed this Agreement the day and year first above written.

Chair and umbrella rental prices (plus tax):

- 1 day \$45 plus tax
- 3+ days \$40/day plus tax
- 5+ days \$35/day plus tax
- 45/day or 245/week plus tax

Seasonal Chair (March 15-~~September 15~~) **October 31** Initials: GC

\$500 + tax

- **Aquatic Adventures agrees to have a minimum of not more than but up to (30) sets of beach chairs on the beach and can provide additional chairs upon request.**

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Parasail pricing (2 packages):

- \$79 - mile ride, 600ft of tow line, 1 freefall/dip
- \$99 -3-4 mile ride, 1000ft of tow line, 2 freefalls/dips

Waverunner Tours

\$119 per boat, 2 hour guided dolphin tour on waverunners

Boat & Snorkeling Tours

\$45 per person, 2-hour tour on a boat, 6-passenger limit per tour

Pontoon Boat Rentals

- \$199 half day rental (4 hours)
- \$259 full day rental
- 12 persons max per boat, all training and equipment provided

Fishing Boat Rentals

- \$219 half day rental
- \$279 full day rental
- 4 persons max per boat

Fishing Charters

36Ft Contender triple engine ("Fish Now") light tackle or big game fishing, 4 hour minimum, 24 hour maximum.

- Half Day \$500
- Full Day \$850

Banana Boat Rides

\$20 per person, 2-mile ride

Kayak Rentals

\$30 per hour

Sailboat Rentals

\$35 per hour, \$40 for sailing lessons