

Use Agreement between City of Belle Isle and Regal Marine

This Agreement is made this _____ day of _____, 20_____ by and between the City of Belle Isle, Florida (hereinafter "City") having an address of 1600 Nela Avenue, Belle Isle, FL 32809 and marketing Business Associates LTD, dba Regal Marine Industries (hereinafter "Regal") having an address of 2260 Jetport Drive, Belle Isle, FL 32809

RECITALS

- A. City maintains and controls the Venetian Boat Ramp in Belle Isle, FL.
- B. The Venetian Boat Ramp currently does not allow any boats over 24 feet in length to be launched from the ramp
- C. Regal manufactures boats that are over 24 feet in length and over 12,000 pounds (6 tons) which are considered to be oversized boats.
- D. Due to the size of the Regal boats, they cannot navigate under the Hoffner Bridge thereby not being able to use the Randolph Ramp to launch boats for their events.
- E. Hoffner Avenue has a truck restriction of 6 tons, except for local deliveries and Regal uses oversized vehicles to transport the oversized boats to the Venetian Boat Ramp
- F. Regal has 2 events per year (2 days each) where they invite customers to 2110 Hoffner Road to display Regal boats
- G. City desires to permit Regal to utilize the Venetian Boat Ramp for the sole purpose of launching and retrieving Regal boats before and after the events and to set forth in writing the terms and conditions of Regal's use of same.

WITNESSETH

City, for good and valuable consideration, permits to Regal the right to utilize the Venetian Boat Ramp (hereinafter "ramp") on the following terms and conditions:

1. PERMIT

- 1.1. City hereby grants to Regal a revocable permit to utilize the ramp for the sole purpose of launching and retrieving oversized boats at the Venetian Boat Ramp and Regal hereby accepts such permit.
- 1.2. In consideration for such grant, Regal agrees to assume and to perform all of Regal's duties contained in this agreement.
- 1.3. Regal acknowledges and agrees that any right to use the facilities pursuant to any other agreement or understanding with City, or any other person or entity, is superseded by this Agreement.

2. TERM

The rights and obligations of the parties under this agreement shall be effective as of the date of execution of this agreement and shall immediately expire upon City notifying Regal of City's intent to terminate this Agreement.

3. IMPROVEMENT/ DUTY TO NOTIFY

- 3.1. Regal acknowledges and agrees that Regal shall not construct any improvements in or on the facilities, nor shall Regal expand, modify, alter or otherwise change any improvements currently existing at the Venetian Boat Ramp, unless agreed to, in writing by the City. Any improvements, agreed to by the City in writing, will be paid for solely by Regal.
- 3.2. If Regal notices a condition of the facilities that may pose a risk to the Regal or other users of the facilities, Regal agrees to notify City of the condition and to immediately cease utilizing the facilities until the condition has been addressed by the City. Regal will repair, at Regal's own expense, any damages done to the Venetian Boat Ramp, including the driveway, Pasadena Drive, and Venetian Drive.

4. COMPLIANCE WITH LAWS

Regal shall comply with all laws, orders, ordinances, rules, regulations or requirements of any governmental authority having jurisdiction over the streets and facilities.

5. USE/ASSIGNMENT

Regal agrees to not allow any individual, or organization, to use the facilities and agrees to immediately report all violators to the City. Regal further covenants and agrees that Regal shall not assign any of Regal's rights under this agreement, to any other person or entity, wither expressly or by operation of law, without the express written consent of City, which consent may be withheld in the sole and absolute discretion of City.

6. INDEMNITY

Regal shall and will save, defend, hold and keep harmless and indemnify City, its agents, servants, owners, directors and employees from and against any and all expenses, sums paid, liability and claims, of any kind or nature, including personal injuries, arising in any manner or under any circumstances through the exercise by Regal of any right granted or conferred hereby, or the performance or non-performance of an of Regal's obligations hereunder, or any other act or omission of Regal or City. Regal hereby assumes all risks and dangers and all responsibility for a losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the City of Belle Isle, its officers, owners, agents, servants, contractors and employees.

Regal voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify the City of Belle Isle, its officers, owners, agents, servants and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of use or otherwise which may arise out of Regal's use of the Venetian Boat Ramp.

7. EVENT OF DEFAULT

- 7.1. Upon any default by Regal under any of Regal's obligations under this Agreement, City may, at its option terminate this Agreement; or exercise any other remedy available to City at law or in equity.
- 7.2. The rights and remedies of City under this Agreement shall not be mutually exclusive. The exercise by City of one or more of the rights and remedies under this Agreement shall not preclude the exercise of any other right or remedy. Damages at law may not be an adequate remedy for a breach or threatened breach of this Agreement and in the event of a breach or threatened breach of any provision hereunder the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy.

8. WAIVER

Any waiver of any covenant or condition of this Agreement shall be in writing signed by the party waiving the right, shall extend to the particular case only, and only in the manner specified, and shall not be construed as applying to or in any way waiving any further or other rights hereunder. The exercise of any of the options aforesaid shall not be construed as a waiver of City's right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise.

9. MISCELLANEOUS

- 9.1. This Agreement constitutes the entire agreement between the parties in respect of the facilities, and there are no oral agreements between the parties in connection herewith.
- 9.2. This Agreement shall be governed by the law of the state of Florida.
- 9.3. In the event that any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and shall be construed as though they had not contained the invalid or unenforceable provision.

- 9.4. The covenants herein shall be binding upon, and the rights hereunder shall inure to the benefit of the parties, their personal representatives, successors and assigns, except that Regal's rights shall inure only to those assigns for which Regal has obtained City's prior written consent in accordance with Article 5 of this Agreement.
- 9.5. The provisions of the Agreement shall not be construed to create a joint venture or partnership between City and Regal.
- 9.6. City and Regal agree that neither this Agreement nor any memorandum thereof shall be recorded.
- 9.7. Regal will notify the City at least thirty (30) days prior to any event of how many boats are to be launched, their size and weight, and information on the size and weight of the vehicles transporting the boats
- 9.8. Regal will request a police escort for all oversized vehicles as determined by the Belle Isle Police Department.
- 9.9. Regal will pay for all police escorts prior to, and after, the events.
- 9.10. The City and Regal will perform a joint inspection of Venetian Boat Ramp prior to launching and after retrieving boats to determine if any damage was done by Regal to the ramp and its facilities. Any damage done by Regal will be repaired by Regal within fourteen (14) days of the damage.
- 9.11. Regal will be solely responsible to pay for any and all damages done by Regal, its employees, or contractors

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals below.