

**FOOD AND BEVERAGE SERVICES AGREEMENT BETWEEN
CITY OF LAKE WORTH AND E.R. BRADLEYS TRIPLE CROWN CLUB L.W., LLC,
D/B/A E.R. BRADLEY'S LAGOON SALOON**

THIS AGREEMENT is made this 2 day of October, 2013, between the CITY of Lake Worth, Florida, a municipal corporation, hereinafter referred to as the "CITY", with its principle offices located at 7 North Dixie Highway, Florida 33460, and E.R. Bradley's Triple Crown Club L.W., LLC, d/b/a E.R. Bradley's Lagoon Saloon (hereinafter referred to as "TENANT"), a Florida corporation, whose address is, FL 33434.

RECITALS

Whereas, the CITY hereby enters into this Food and Beverage Services Agreement (the "Services Agreement") with TENANT for the lease of certain space located at the Lake Worth Municipal Golf Course located at 1 7th Avenues North in Lake Worth, Florida and to engage the TENANT to operate a full scale restaurant at the Municipal Golf Course Lagoon Bar & Grill restaurant and banquet space and food and beverage services at the golf course concession pursuant to the terms and conditions provided in this Services Agreement (the "Premises"); and

Whereas, the TENANT is a corporation duly licensed to do business in the State of Florida engaged in the sale of food and beverages and desires to render the professional services for the CITY as provided herein; and

Whereas, the TENANT further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and Agreements herein contained and assumed, the CITY and TENANT hereby enter into this Services Agreement to set forth the terms and conditions under which the TENANT will provide food and beverage services to CITY and agree as follows:

1. **RECITALS.** The foregoing Recitals are true and correct and are incorporated herein by reference.

2. **TERM.** The initial term of this Services Agreement shall be for a period of ten (10) years commencing from October 1, 2013, through October 1, 2023 (the "Lease Term"), with option for an additional renewal period of nine (9) years and eleven (11) months subject to the appropriation of funds, satisfactory performance, status of Clubhouse renovation and determination that the contract renewal is in the best interest of the CITY. The CITY, however, may terminate the Services Agreement subject to the provisions of Section 11 of this Services Agreement.

3. **SCOPE OF SERVICES.**

3.1. The nature and extent of services to be rendered by the TENANT are referenced in attached Scope of Services identified as Exhibit A, attached hereto, and incorporated herein.

3.2 The TENANT represents to the CITY that the scope of services to be performed under this Services Agreement and pursuant to Exhibit A shall be in accordance with accepted and established trade practices and procedures recognized in the TENANT'S trade in general and that the TENANT'S services shall conform to the highest standards and in accordance with this Services Agreement.

3.3 The TENANT represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the tasks and services provided for herein in a professional and competent manner.

4. USE OF AGENTS OR ASSISTANTS.

4.1 To the extent reasonably necessary to enable the TENANT to perform its duties hereunder, the TENANT shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All cost of the services of, or expenses incurred by, such agents or assistants shall be paid by the TENANT.

5. GOLF COURSE MANAGEMENT.

5.1. For purposes of this Services Agreement, both parties shall appoint a Golf Course Manager who shall meet to coordinate, review and insure performance by the TENANT under this Services Agreement. The Golf Course Manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the TENANT under this Services Agreement.

5.2 The Golf Course Manager for CITY shall be Juan Ruiz, Leisure Services Director or his designee. The Golf Course Manager for TENANT shall be Mitch Reale.

6. FACILITIES.

6.1 The CITY shall provide the facilities necessary to complete the various work tasks to be performed hereunder. In the event the TENANT requires additional facilities from the CITY, the TENANT shall meet and confer with the CITY. In the event that CITY facilities are to be utilized, any costs chargeable to the TENANT shall be agreed upon in advance of the commencement of work. The expansion of the existing facility shall be subject to the availability of space and funds and shall be contingent upon approval by the City Commission.

7. FEE

7.1 For services to be rendered under this Services Agreement, the TENANT will pay to the rent to the CITY the amount of \$3,000.00 (in U.S. Currency) a month flat rate to lease the Premises and to sell food and beverages at the Premises commencing December 1, 2013 (the "Rent Commencement Date"). Should the CITY require additional services not included in this Services Agreement and/or referenced by Exhibit A, fees and payment for such services will be

set forth in a separate Additional Services Addendum, as authorized by the CITY prior to any such additional services or work being performed by the TENANT.

All base rent shall be payable in monthly installments, in advance, beginning on the Rent Commencement Date, and continuing on the first day of every calendar month thereafter during the Lease Term. The term "Rent" when used in this Services Agreement shall include Base Rent and all forms of additional rent. All Rent shall be paid to CITY without demand, setoff, or deduction whatsoever, except as specifically provided in this Services Agreement, at CITY's Notice Address, or at such other place at the CITY shall designate in writing to the TENANT. TENANT's obligations to pay Rent are covenants independent of the CITY's obligations under this Services Agreement.

In addition, TENANT shall pay monthly to CITY any sales, use, or other tax (excluding state and federal income tax), including property taxes as set forth more fully in Section 37, now or hereafter imposed on any Rent due under this Services Agreement.

Unless otherwise expressly provided, all monetary obligations of TENANT to CITY under this Services Agreement, of any nature, other than Base Rent, shall be denominated as additional costs. Except as otherwise provided, all additional payments for such costs are due within thirty (30) days after receipt of an approved invoice from the CITY.

8. BILLING

8.1. The CITY shall submit an itemized bill to the TENANT's Golf Course Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed and shall be made at such intervals as stipulated in the Basis for Compensation as outlined in Exhibit A. All billings by the CITY shall include a description of each cost and an itemization of the costs.

8.2. The CITY shall be paid by TENANT within thirty (30) days receipt of approved invoice for such additional costs as prescribed by Exhibit A.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or originals of all documents prepared by the TENANT in relation to work associated with this Services Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The TENANT shall not make changes in the scope of work or perform any additional work or provide any additional material under this Services Agreement without first obtaining written authorization from the CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the TENANT's risk and without payment.

11. TERMINATION OF AGREEMENT

11.1. After the first three years of contract either party may terminate this Services Agreement upon 90 days' notice, with such notice made pursuant to Paragraph 26, "Notices," of this Services Agreement. At such time, the TENANT would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Services Agreement.

11.2. If the Golf Course Manager deems that the TENANT is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Services Agreement, the Golf Course Manager may give written notice to the TENANT specifying defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures.

A. If the TENANT does not remedy defaults within thirty (30) days or commence steps to remedy default to the reasonable satisfaction of the Golf Course Manager, the CITY may provide for such service from another TENANT and the CITY may withhold any money due or which may become due to the TENANT for such task related to the claimed default; or

B. If after thirty (30) days the TENANT has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Golf Course Manager, the CITY may elect to terminate this Services Agreement

12. EQUIPMENT AT TERMINATION

12.1 Within twenty (20) days prior to, or upon the termination of this contract, the CITY and the TENANT will inventory and value the property and the TENANT shall:

12.1.1 Agree to pay the CITY an amount equal to the current replacement price of each item not returned, or returned in an unserviceable condition. Normal wear and tear of equipment expected.

12.1.2 Provide to the CITY the first option of purchasing an amount ascertained by a 10% annual depreciation (or prorated part thereof) any of the equipment/property which was purchased by TENANT and used under this contract, including, but not limited to; furniture, furnishings, electronics, carts, appliances, equipment, utensils, food, beverages, miscellaneous supplies on hand and temporary improvements. TENANT must provide proof of original purchase with price and date.

13. CONTRACT SEPARATION

13.1 TENANT shall ensure that all their equipment, products, supplies and materials are promptly removed from the CITY's premises, on the final day of contract separation, unless

otherwise determined by the CITY. The TENANT shall be expected to remain operational until final closing hours on the final day of contract separation. Upon contract separation, TENANT shall promptly return all CITY equipment, property or keys, to that of the same condition that the TENANT was provided at inception of this contract. The CITY may request keys in advance of final day of services.

13.2 The CITY has an obligation to arrange for the provision of concession and mobile concession services as specified under this agreement to patrons on a consistent basis. As such, TENANT shall understand the CITY may request TENANT to be cooperative in transitioning the newly awarded TENANT to take over operations, under any new RFP process in the future.

13.3 The TENANT shall be solely responsible for the complete disassembly and removal of all concession equipment and product/merchandise from the designated concession area and mobile concession cart locations and/or approved storage areas or facilities, upon notification from the CITY, at no additional cost. Failure to remove concession equipment promptly may result in the disposal of the concession equipment by the CITY. The CITY shall not be liable for the cost of any disposed equipment, as a result of the above.

13.4 Any improvements constructed by the TENANT at the Premises shall remain property of the CITY in the event of separation.

14. INSURANCE

14.1 TENANT shall, at TENANT's sole expense, maintain at all times during the period of the lease the following insurance coverage with limits not less than those set forth below. Insurance coverage must be provided by carriers that have an AM Best Company rating of B+ or higher:

- I. **Crime and Employee Dishonesty Insurance** or bond in the minimum amount of \$500,000.00 per occurrence;
- II. **Comprehensive General Liability Insurance** in minimum amounts of \$1,000,000 per occurrence, \$2,000,000 annual aggregate, providing coverage for premises and operations, products and completed operations, fire legal liability and personal and advertising injury liability; this coverage shall include coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Services Agreement.
- III. **Automobile Liability** covering owned or non-owned vehicles with minimum amounts of \$1,000,000 per occurrence; this coverage shall be an "Any Auto" or "Comprehensive Form" type policy.
- IV. **Workers' Compensation Insurance** with statutory limits for coverage "A" and limits of a minimum of \$500,000 for employers liability; this coverage shall extend to any sub-TENANT that does not have their own Worker's Compensation and Employer's Liability Insurance.

- V. **Liquor Liability Insurance** in minimum amounts of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.
- VI. **Rental Value Insurance**, a form of property insurance that covers contents to a value of \$50,000.
- VII. **Business Interruption Insurance** adequate to cover the TENANT's operations at the Premises.

14.2 Except for Workers' Compensation, all certificates of Insurance shall specifically name and include the CITY of Lake Worth as "Additional Insured".

14.3 TENANT shall notify the CITY within two (2) days of any modification, suspension or cancellation of the insurance coverage and conditions afforded by these required policy(s). Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

14.4 The insurance provided by the TENANT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CITY shall be excess of, and shall not contribute with, the insurance provided by the TENANT. Except as otherwise specified, no deductible or self-insured retention is permitted. The provision of excess insurance shall be at the sole discretion of the CITY.

14.5 Compliance with these insurance requirements shall not limit the liability of the TENANT. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy including, but not limited to, as an indemnities of the TENANT available to the Council under this Services Agreement or otherwise.

14.6 Neither approval nor failure to disapprove insurance furnished by the TENANT shall relieve the TENANT from responsibility to provide insurance as required by this Services Agreement.

14.7 The TENANT shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) and policies before the CITY signs this Services Agreement.

14.8 The TENANT'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Services Agreement. In the event of any termination or suspension, the CITY may use the services of another TENANT or TENANTS, without the CITY incurring any liability to the TENANT.

14.9 At its sole discretion, the CITY may obtain or renew the TENANT'S insurance, and the CITY may pay all or part of the premiums. Upon demand, the TENANT shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the TENANT from the CITY.

15. WAIVER OF BREACH

15.1 The waiver of either party of any breach of any provision of this Services Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 The TENANT shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the TENANT's performance of this Services Agreement (including performance by its agents, employees, subtenants or by anyone the TENANT directly or indirectly employed).

16.2 The TENANT's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the TENANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Services Agreement.

16.3 The TENANT's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Services Agreement.

17. ENTIRE AGREEMENT

17.1 This Services Agreement supersedes any and all other Services Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Services Agreement, statement, or promise relating to the subject matter of this Services Agreement which is not contained herein shall be valid or binding.

18. CONTRACT ALTERATIONS

18.1 The TENANT, the CITY's Golf Course Manager and Purchasing Manager or appointed designee must mutually agree upon items added, deleted, or revised.

19. ASSIGNMENT

19.1 Nothing under this Services Agreement shall be construed to give any rights or benefits to any party other than the CITY and the TENANT. All duties and responsibilities under this Services Agreement shall be for the sole and exclusive benefit of the CITY and the TENANT, and not for the benefit of any other party. The TENANT shall not assign any right or interest in

this Services Agreement, and shall not delegate any duty owed, without the CITY's prior written consent.

19.2 Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Services Agreement.

19.3 In the event the CITY consents to an assignment or delegation, the assignee, delegatee, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Services Agreement's covenants, conditions, obligations and provisions.

20. SUCCESSORS AND ASSIGNS

20.1 Subject to the provision regarding assignment, this Services Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

21. ATTORNEY'S FEES

21.1 If any action at law or in equity is brought to enforce or interpret the provisions of this Services Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he, she or it may be entitled, whether at the trial or appellate level.

22. GOVERNING LAW

22.1 The validity of this Services Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida. The Parties hereby waive their right to a jury trial.

23. TIME IS OF THE ESSENCE

23.1 Time is of the essence in the completion of tasks and services as specified herein. The TENANT and the CITY agree that the completion of all tasks and services specified in this agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

23.2 The TENANT agrees, as liquidated damages, and not penalty, that the CITY shall have the right to deduct or retain sums for such liquidated damages from the TENANT'S invoice for services, if the TENANT is behind schedule and the tasks and services are not completed pursuant this Services Agreement. The TENANT and the CITY agree that liquidated damages to the CITY shall be in the amount of One Thousand dollars (\$ 1,000.00) per day, for each and every calendar day the tasks and services are delayed beyond the time provided for herein.

23.3 In addition to such liquidated damages payable to the CITY, the CITY may also recover from the TENANT any amounts paid by the CITY for damages suffered to third parties as a result of the TENANT'S failure to complete the tasks and services by the agreed upon completion date.

24. NOTICES

24.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should the CITY or the TENANT have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the TENANT to the CITY shall be given to the CITY addressed as follows:

CITY OF LAKE WORTH
c/o Michael Borenstein, City Manager
7 North Dixie Highway
Lake Worth, Florida 33460
Facsimile No. (561) 586- 1750.

All notices, demands or requests from the CITY to the TENANT shall be given to the TENANT addressed as follows:

E.R. BRADLEY'S TRIPLE CROWN CLUB L.W., LLC d/b/a E.R. BRADLEY'S
LAGOON SALOON
c/o Frank Cogniglio, Managing Partner
1139 N. Ocean Blvd., Palm Beach, FL 33480
Facsimile No.: (561) 655-1829

25. NON EXCLUSIVE CONTRACT

25.1 TENANT agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.

26. PERMITS AND LICENSES

26.1 TENANT shall maintain a current permit/license for an existing concession operation and/or restaurant establishment operated by TENANT. The permit/license of any existing concession operation and/or restaurant establishment must be with the State of Florida Department of Business and Professional Regulation. A copy of the current permit/license for the existing concession type operation or food service establishment shall be included with the

agreement. Failure to maintain current licenses and permits as require shall result in immediate cancellation, or suspension of service, as provided herein.

26.2 TENANT shall become a PARTNER on the CITY's 2COP retail beverage sales license, # BEV6013294, as required by the State of Florida, Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco and shall be effective for the term of the agreement.

27. PROTECTION OF PROPERTY

27.1 TENANT shall insure their property against risk of loss, theft or damage at all times, and the CITY shall not be held responsible.

27.2 TENANT shall absorb any and all costs associated with damage to TENANT's equipment and/or products/materials sold in concession areas and/or mobile concession cart resulting from any kind of damage, such as, but not limited to; theft, vandalism, power outages, fire and/or natural events such as, but not limited to; hurricanes, flooding, rainstorms, wind damage or peril.

27.3 TENANT shall, at all times, guard against damage or loss to the property of the CITY of Lake Worth or that of other vendors or TENANTS, and shall be held responsible for replacing or repairing any such loss or damage due to the successful TENANT's negligence within five (5) days of such loss.

28. DESTRUCTION OF PREMISES

28.1 In the event the Premises are destroyed by fire, act of God, act of nature, or public enemies, or accident as to render it untenable, as determined by CITY, the Lease Term shall expire immediately and cease upon the payment of rent apportioned to the day of such happening. If, however, the Premises are only partially destroyed or damaged by such occurrence and CITY decides to repair same, such repairs shall be made by City without unreasonable delay, and this Services Agreement shall remain in full force and effect, without any abatement of rent or costs of occupancy. If the CITY elects not to render the premises tenable again, it shall notify TENANT in writing and, upon furnishing such notice, this Services Agreement shall be terminated.

29. SAFETY REGULATIONS

29.1 TENANT shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include, but not limited to, compliance with the U.S. Department of Labor-Occupational Safety and Health and the State of Florida Department of Labor Divisions of Safety Standards and Regulations.

29.2 TENANT shall in accordance with the OSHA standards and Chapter 442 Florida Statutes provide the CITY with a Material Safety Data Sheet (MSDS) for any covered item which is delivered to the CITY or used by the TENANT on CITY property as a result of this contract. The TENANT shall ensure that these covered items are also labeled as required.

29.3 TENANT certifies that all materials, equipment, etc., contained in this contract meet all O.S.H.A. requirements. TENANT further certifies, that if the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by TENANT.

29.4 Upon request the TENANT shall provide the CITY with a copy of their written safety program pertaining to the subject of the contract, if such a program is required by law.

29.5 The CITY reserves the right to inspections, as mentioned herein, to ensure safety rules are not being violated.

30. SUBCONTRACTING

30.1 Subcontracting of food and beverage services specified herein by either party is prohibited under this agreement.

31. COMPLIANCE WITH LAWS

31.1 In performance of the Services, TENANT will comply with all applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards. Further, TENANT acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm to comply with the laws referenced herein shall constitute a breach of the award agreement and the CITY shall have the discretion to unilaterally terminate said agreement.

32. LICENSES AND PERMITS

32.1 TENANT must obtain and keep current all licenses and permits necessary to run all of its indoor and outdoor food service facilities and operations at the Municipal Golf Course. TENANT shall conform to all licensing and/or permit requirements and guidelines under the State of Florida Department of Agriculture and Consumer Services Division of Food Safety, and/or the State of Florida Department of Business and Professional Regulation, including, but not limited to the Department of Health, Building and Fire of Palm Beach County, Florida and the CITY of Lake Worth ordinances and regulations. The TENANT shall be responsible for any fines resulting from services provided by this agreement. The revocation of any license shall be deemed a breach of contract and may result in the termination of agreement.

33. STATE ALCOHOL LICENSING

33.1 The CITY will have and transfer to TENANT the State of Florida alcoholic beverage sales license and seating license, with the understanding that TENANT shall, throughout the term of any future agreement, maintain the said licenses, and transfer said licenses back to the

CITY upon termination of the lease agreement. The CITY has the following liquor/seating licenses: On Premise Only #Bev 6013294, Business License Sea 6013401- Seating capacity 150. Copies attached as Exhibit VII.

34. RISK OF LOSS

346.1 TENANT shall insure its property against risk of loss, theft or damage at all times, and the CITY shall not be held responsible. TENANT shall absorb any and all costs associated with damage to TENANT's equipment and/or product/material sold in concession area and/or mobile concession cart resulting from any kind of damage, such as, but not limited to; theft, vandalism, power outages, fire and/or natural events such as, but not limited to; hurricanes, flooding, rainstorms, wind damage or other acts of God. TENANT shall at all times guard against damage or loss to the property of the CITY or that of other vendors or TENANTS, and shall be held responsible for replacing or repairing any such loss or damage on a replacement cost basis.

35. LIENS RELATING TO OPERATION OF RESTAURANT OR CONCESSION

35.1 The TENANT shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of the concession and shall not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or adjudication in bankruptcy which will in any way impair the rights of the CITY under this Services Agreement.

35.2 The TENANT shall not permit any mechanic's or materialman's or any other lien to be imposed upon the Golf Course property or any part or parcel thereof by reason of any work or labor performed, or materials furnished by any mechanic or materialman to said concession or upon or regarding said property or the concession.

36. CITY BUSINESS TAX RECEIPT

36.1 A CITY business tax receipt is required and the fee is based on the number of staff required to operate the facility. TENANT shall obtain and keep current all licenses, municipal, state or Federal, required for the conduct of business.

37. TAXES

37.1 The TENANT will pay and keep current payment of all taxes, including but not limited to Federal, State and CITY taxes applicable to the operation of services under this Services Agreement and any property taxes attributable to the portion of the Premises it operates and or uses in conjunction with the provision of its services under this Services Agreement. TENANT shall be liable for payment of prevailing State of Florida sales and use tax imposed on rent.

37.2 The TENANT shall promptly pay all taxes, excise or license fees of whatever nature, applicable to the operation. Further, TENANT shall not permit any of said taxes, excise or license fees to become delinquent.

37.3 The TENANT shall make available, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of and all taxes and fees above referred to and all required licenses are in good standing

38. ACCOUNTING AUDITING OF RECORDS

38.1 The TENANT shall operate and maintain a system of accounting that accounts for all monies received at the time of sale and at any time be prepared to submit accurate records of all transactions. The TENANT shall provide receipts to customers for all goods and services sold in the restaurant. The TENANT shall keep and maintain all required financial records in accordance with generally accepted accounting principles.

The TENANT shall:

- I. Provide equipment such as cash registers, or any other electronic or mechanical device used for recording customer's sales.
- II. Ensure all persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices immediately upon sale to each paying customer and shall not delay or "gang" register or record such sales.
- III. Maintain during the term of the contract all books of account, reports, and records customarily used in this type of operation.
- IV. On or before the tenth day following the end of each calendar month throughout the term of the contract, furnish to the Golf Course Manager a report of gross revenues earned during the preceding calendar month, on forms approved by the Golf Course Manager. The report shall be signed by the TENANT, certifying to the accuracy of gross revenues, and shall include accounting of all receipts and appropriate back-up.
- V. Keep and preserve for at least three (3) years a record of any and all earnings, receipts, fees and income whatsoever resulting from the operation of said restaurant and any activity conducted thereon, in accordance with the generally accepted accounting procedures.
- VI. Submit, within sixty (60) days following each twelve (12) month period under the contract, a report listing gross revenues by month for the preceding twelve (12) month period. The report shall be signed by the TENANT, certifying the accuracy of said report.

During normal business hours, the CITY or its agents may audit and examine all records relating to TENANT's operation of the concession. The CITY, or its agents, shall have access to all records, documents, and information collected and/or maintained by the TENANT or by others regarding operations at the Municipal Golf Course. This information shall be made accessible to the CITY for purposes of inspection, reproduction, and audit without restriction. If records are unavailable locally, it shall be the Proposer's responsibility to ensure that all required records are provided to the CITY at the TENANT's expense. The CITY will consider alternative financial procedures

and reports proposed by the prospective TENANT, provided they assure adequate internal controls and provide for the safeguarding of CITY assets.

39. SEVERABILITY

39.1 Should any part, term or provision of this Services Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

40. PROFITABILITY

40.1 The CITY makes no guarantee of profitability to the TENANT. All expenses and losses are to be borne exclusively by the TENANT.

41. FORCES OF NATURE

41.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Services Agreement by the period of any such delay.

42. COUNTERPARTS

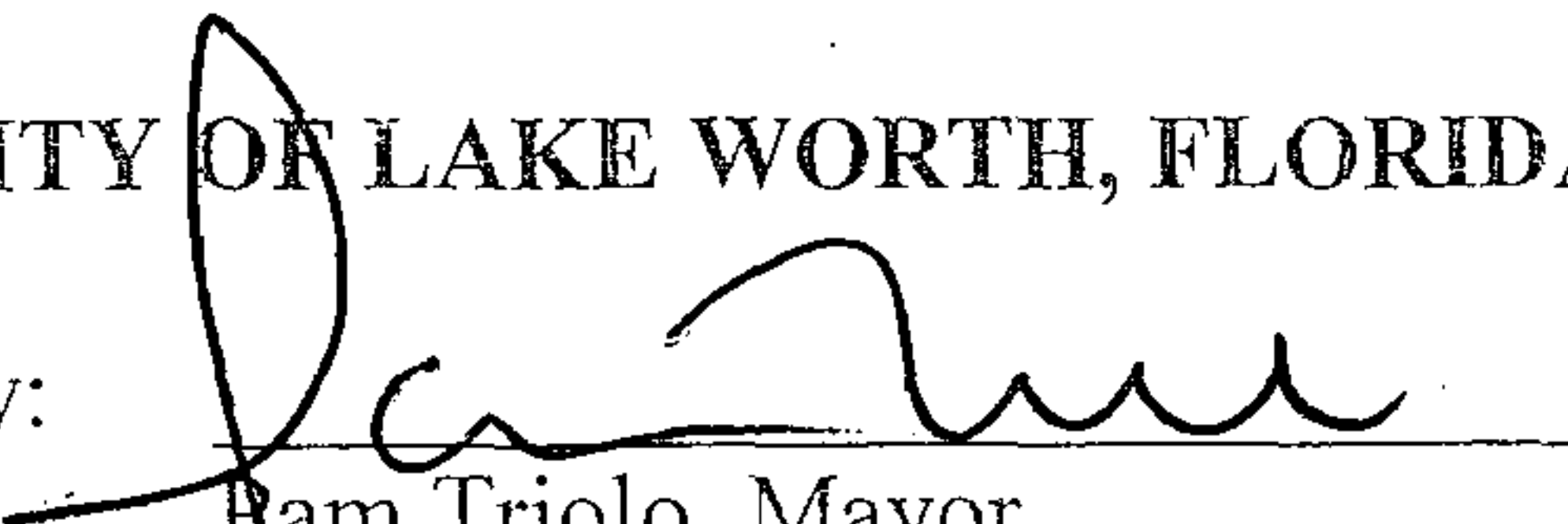
42.1 This Services Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Services Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Services Agreement on the day and year first above written.

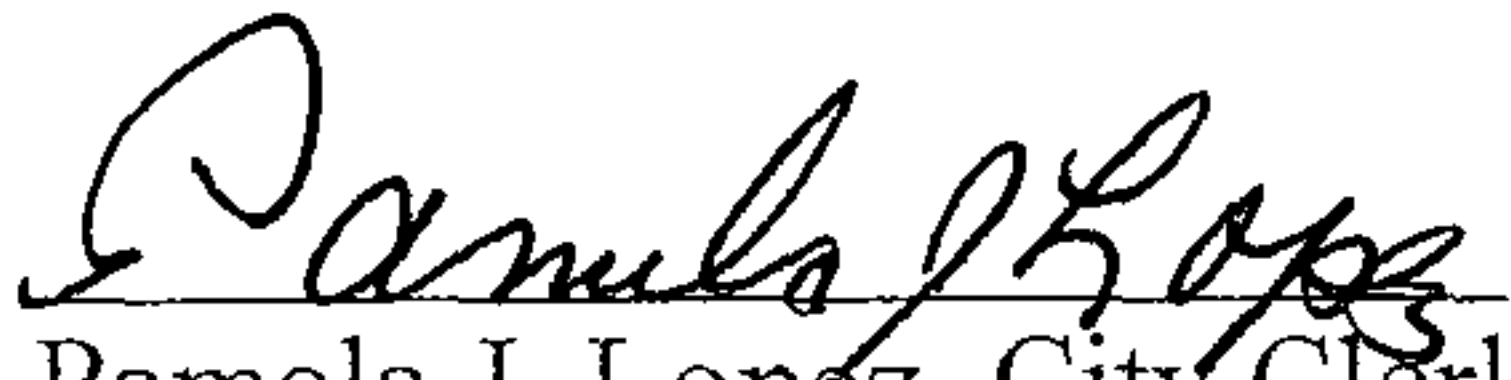
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CITY OF LAKE WORTH, FLORIDA

By:

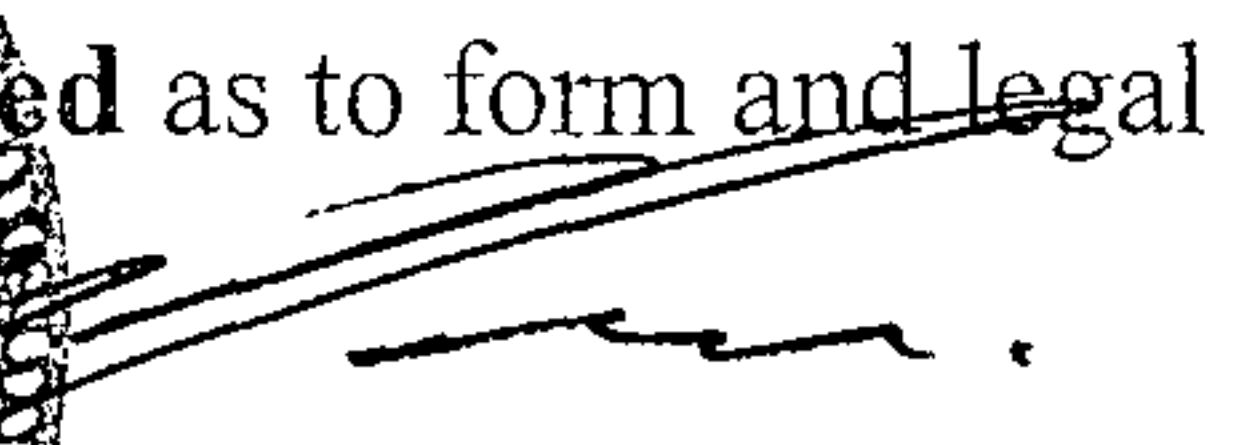

Pam Triolo, Mayor

ATTEST:


Pamela J. Lopez, City Clerk



Approved as to form and legal sufficiency:


Glenn Forcivia
City Attorney

Reviewed and approved for execution:


Michael Borenstein, City Manager

E.R. BRADLEY'S TRIPLE CROWN CLUB L.W.,
LLC, d/b/a/ E.R. BRADLEY'S LAGOON SALOON

By: [Signature]

Printed Name: FRANK S. CONIGLIO

Title: MANAGING PARTNER

Witnessed by:

Gail L. Coniglio
Signature

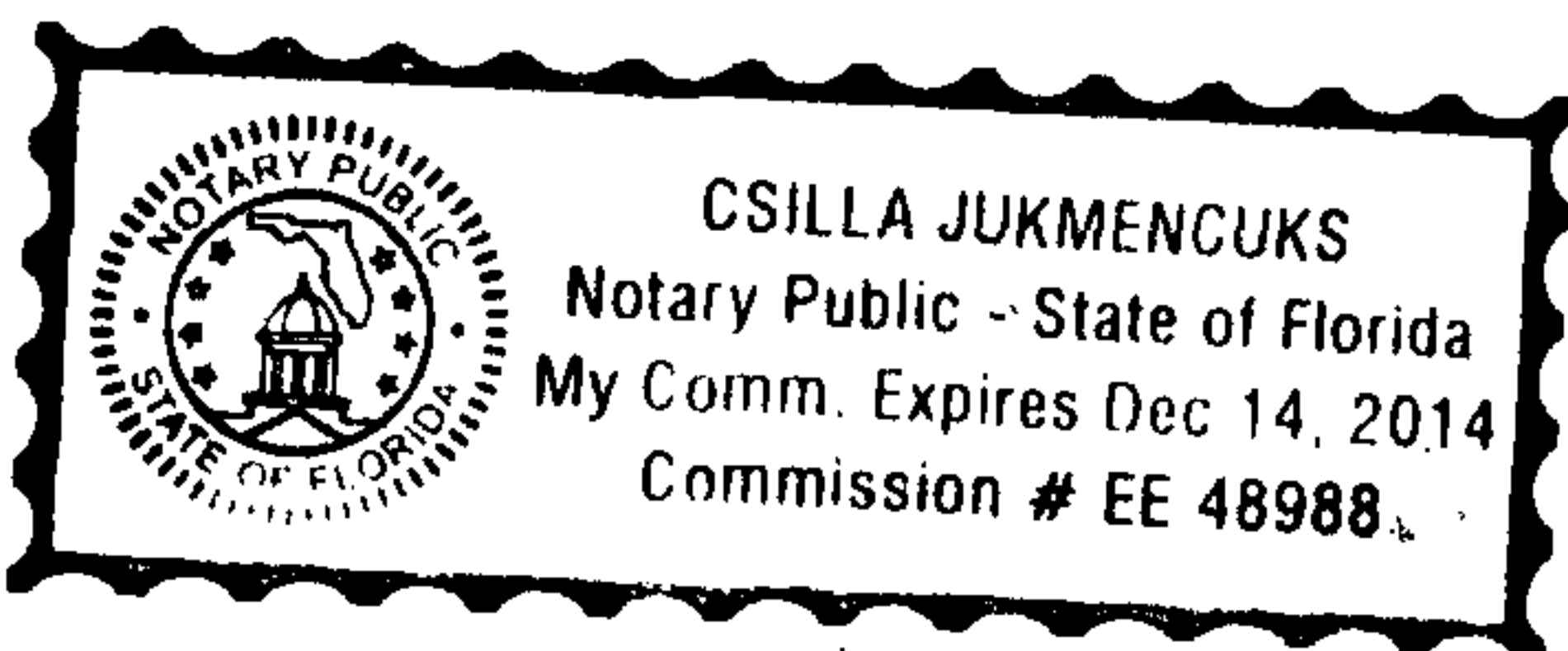
Gail L. Coniglio
Printed Name

MITCHELL READE
Signature

MITCHELL READE
Printed Name

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss

The foregoing instrument was acknowledged before me this 26th day of September, 2013
by Frank Coniglio, [Title: President/Vice-President/Managing Member, etc. of
E.R. Bradley's Triple Crown Club L.W. LLC, a [Florida/Other State] [corporation/limited liability
company/partnership/limited liability partnership/company/individual], [on behalf of the
[corporation limited liability company/partnership/limited liability partnership/company], and
who is personally known to me or who has produced the following
_____ as identification.



Notary Public
CSILLA JUKMENCUKS
Print name: CSILLA JUKMENCUKS
My commission expires: 12/14

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

TENANT shall be responsible for providing all necessary labor, supervision, products, supplies and additional equipment as required to successfully operate a full scale restaurant at the Municipal Golf Course Lagoon Bar & Grill operations: located at 1 7th Ave North, Lake Worth, FL 33460, and food and beverage services at the concession area at the Lake Worth Municipal Golf Course area to golfers and visitors of the municipal golf course, as well as evening diners and businesses who wish to hold meetings and other catered functions at the facilities.

In the course and scope of operating the restaurant and concession area, TENANT shall provide various types of food, beverages and services as approved by the CITY, including, but not limited to: breakfast, lunch, dinner at the restaurant and snacks and beverages or other such refreshments and related sundry items at the concession area.

Operation of the restaurant and concession area shall encompass operation of the Lagoon Grill restaurant, outdoor patio, two bars, banquet room and any mobile vehicle which may serve food and beverages at the Lake Worth Municipal Golf Course.

Glass containers, glasses, dishware or serving ware shall not be permitted on the golf course but shall be permitted in the restaurant and patio area.

The CITY agrees to pay for all cost(s) associated with the usage of utilities for the Lagoon Bar & Grill and concession area.

CITY agrees to pay for any repairs to food and beverage equipment located in the Lagoon Bar & Grill with a cap of \$500.00 per year for the term of this agreement.

TENANT agrees to pay the CITY the amount of \$3,000.00 (in U.S. Currency) a month flat rate to sell food and beverages at the Premises commencing December 1, 2013 and continuing through the remaining term of the Services Agreement.

MINIMUM HOURS OF OPERATION

The restaurant facility for the Lagoon Bar & Grill shall be open seven (7) days per week, with normal hours of operation from 10:00 AM EST until 11:59 PM EST, unless business warrants a later closing time. The concession facilities shall be open seven (7) days per week, with hours of operation 7:00 AM EST until two hours after the pro-shop closes unless otherwise approved by the Golf Course Manager. Closing time varies with daylight savings and evening functions booked. Hours of Operation can be modified with prior approval of the Golf Course Manager. Both locations being open simultaneously is also acceptable. Concession cart operation is an option. TENANT shall be required to accept major credit cards as a convenience to the customers.

QUALITY OF SERVICE

TENANT shall conduct restaurant and concession operations to offer first-class service at all times. Operation must be at a highly professional level in accordance with similar operations at other quality facilities. TENANT shall supply sufficient attendants to provide outstanding service. TENANT shall conduct restaurant and concession operations in an orderly manner, without unnecessary disruption to patrons.

TENANT shall provide food, drink, service of high standard equivalent in quality, and price generally furnished to the public at similar public golf establishments in the surrounding areas.

TENANT shall operate restaurant and concession facilities in a businesslike manner, appropriate to the image of the Golf Course operations. TENANT and staff shall conduct all services in a professional manner providing optimum customer service to staff and patrons at all times. The CITY makes no guarantee of profitability for the restaurant and concession operation at the Municipal Golf Course under this lease and Services Agreement.

INSPECTION OF FACILITIES

TENANT shall assign a qualified and experienced Facility Manager, who will be available to personally resolve problems during operating hours.

TENANT shall bear all responsibility for the continuous staffing of the restaurant and concession facility and mobile concession cart for the purpose of maintaining prompt efficient customer service.

TENANT shall adhere to all state and local regulations and rules pertaining to food service personnel.

All employees of TENANT shall be thoroughly trained to act in a professional manner and shall be able to communicate clearly with customers in the English language. The TENANT shall control and correct objectionable conduct, demeanor and appearance, of its employees as requested by the CITY.

TENANT's employees shall not be considered employees of the CITY. TENANT understands that their employees shall be independent thereof and shall have no claim against the CITY as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by CITY of Lake Worth.

TENANT shall control and correct objectionable conduct, demeanor and appearance of its employees upon request by the CITY.

TENANT shall ensure all employees are clean, neat and appropriately dressed, with uniforms and work shoes at all times during the performance of the services. All of the employees shall wear a form of identification indicating the company represented. The CITY will not be responsible for any costs for uniforms or identification for TENANT's staff.

The CITY may make periodic inspections of concession premises and equipment to determine if they are being maintained in a neat and orderly condition. Such inspections will be made to ensure the TENANT is operating in compliance with the terms and conditions of the contract. TENANT shall be required to make any improvements in cleaning or maintenance methods required by the CITY.

Catering for activities other than Municipal Golf Course related activities will be permitted, however, priority must be given by TENANT to the operations and staffing levels required to ensure the Municipal Golf course continuously functions in a professional manner. On-site catering may also occur with prior approval of the Golf Course Manager. TENANT shall have input into charity event catering done at the Premises.

PROHIBITED USE

The premises shall be used by the TENANT as a restaurant and bar. The TENANT shall not permit any use of the premises which, directly or indirectly, is forbidden by law, ordinance or government regulation which may be dangerous to life, limb or property. TENANT may not commit waste on the premises, use it for any illegal purpose or commit nuisance in any capacity.

STAFFING

a. The TENANT shall bear all responsibility for the continuous staffing of the restaurant facility(s) and mobile concession cart (if applicable) for the purpose of maintaining prompt efficient customer service. It is essential that the TENANT provide experienced staff, capable of and devoted to the successful accomplishment of operating a restaurant and concession at the Municipal Golf Course.

b. All staff of the TENANT shall be thoroughly trained to act in a professional manner and shall be able to communicate clearly with customers. The TENANT shall control and correct objectionable conduct, demeanor and appearance of its staff as requested by the Golf Course Manager. The TENANT's staff shall not be permitted to smoke or drink alcoholic beverages while at the Municipal Golf Course. TENANT shall hire and assign a full-time qualified and experienced restaurant manager who will be physically on the premises or readily available to personally resolve problems during operating hours. TENANT shall ensure staff is clean, neat and appropriately dressed with uniforms and work shoes at all times during the performance of the services. TENANT shall adhere to all state and local regulations and rules pertaining to food service personnel and service of alcoholic beverages. The TENANT(s) is not allowed to employ undocumented aliens to perform any services. TENANT's staff shall have non-exclusive rights to use restrooms located in building where the restaurant area is located whenever the facilities are open. TENANT shall permit access to restrooms at all times. TENANT must provide and post signs at all times in restroom facilities instructing all employees to wash their hands. ***TENANT's staff shall not be considered employees of the CITY. TENANT understands that their staff shall be independent thereof and shall have no claim against the CITY as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the CITY of Lake Worth.***

SANITATION

TENANT shall be responsible for the cleanliness of the restaurant, patio area and concession service area(s). TENANT shall keep all fixtures, equipment, tables, chairs, garbage receptacles and personal property, whether owned by TENANT, CITY or third parties in a clean, sanitary and orderly conditions at all times, and conduct the concession strictly in accordance with all applicable code requirements, including but not limited to, the Health Department of Palm Beach County.

The TENANT shall also be responsible for maintaining the floors in the kitchen, storeroom areas, dining area (including patio area), and keep the trash areas clean and sanitary. The TENANT will dispose of trash (boxes, packaging, etc.) resulting from this contracted service for stock inventory purposes, immediately from the CITY's premises. The CITY will dispose of trash collected by the TENANT for the concession areas and deposited by TENANT in sealed containers in locations designed by the CITY.

All meat and other perishable products sold shall be fresh and USDA inspected to meet or exceed current established guidelines for mobile food establishments, as prescribed by the Florida Department of Agriculture and Consumer Services, and Division of Food Safety. No imitation, adulterated, or misbranded article shall be sold or kept for sale, and all products kept on hand shall be stored and handled with due regard for sanitation. Leftover perishable products shall not be sold at any time.

Any failure to comply with the above conditions which results in an unsanitary citing by respective authorities and the possibility of resulting in fines or revocation of licenses may result in termination with cause. All such fines shall be paid by the TENANT.

KEY ACCESS TO CITY OWNED FACILITIES (WHERE APPLICABLE)

TENANT shall use any facilities provided by the CITY, in a neat and orderly manner. The CITY shall provide the TENANT with one (1) set of keys for access to the storage closet, refrigerators, and freezer, to be utilized by the TENANT. The CITY shall retain any original key(s). The TENANT shall obtain prior written approval from the CITY for any proposed changes to any locks to which they have access to CITY designated facilities, and shall return all key(s) immediately to the Golf Course Manager upon contract completion or termination, or notification by the CITY.

CONCESSION MENU ITEMS AND PRICES

Menu prices shall remain firm for the initial year of the contract term. However, future prices may be altered to reflect market conditions with prior written approval from the Golf Course Manager. Any requests by the TENANT to change the menu or prices must be in writing to the Golf Course Manager with supporting documentation of altered costs, and immediately copied in writing to the Purchasing Manager. Pricing changes that are appropriately submitted to the Golf Course Manager that are not approved within fifteen (15) days shall be deemed to be approved by the Golf Course Manager.

The CITY reserves the right to accept or reject any recommended additions, deletions, or changes to the product menu selection. TENANT shall provide major national brand beverages and snack items, such as, but not limited to; Coca Cola products, Pepsi products, Gatorade; Snapple, Fruitopia, Budweiser, Lays, Ruffles, etc.

TENANT shall offer the above products priced comparable to the retail prices charged to the public locally in surrounding public golf establishments for similar products.

RESTAURANT PRICING

The CITY is committed to a pricing policy that maintains a competitive and reasonable rate compared to local activity. Accordingly, TENANT must price all products and services in accordance with this policy

Menus and prices shall remain firm. Any requests by the TENANT to change the menu and/or prices must be in writing to the Golf Course Manager with supported documented market conditions validating requested changes in menu selection or price. Requests for changes to the menu and/or prices must be approved in writing by the Golf Course Manager.

CONDIMENTS AND DINING ACCESSORIES

TENANT shall provide appropriate condiments and dining accessories to customers that are being sold food and/or beverage products. Condiments and dining accessories shall be supplied at no additional cost to the customer. Such types of condiments and dining accessories include, but are not limited to the following; ketchup, mustard, mayonnaise, sugar, cream, salt, pepper, straws, eating utensils, disposable plates, bags, disposable cups, lids, straws, and napkins.

RIGHT OF FINAL REVIEW

The CITY reserves the right of review and final approval for the following: Interior furnishings, additional parking, hours of operation, menu and prices, review of management and employees, entertainment and signage. In reserving these rights, the CITY does not intend to interfere with normal operations of the restaurant and/or concession. Rather, these rights shall serve as safeguards against improper operation.

SIGNAGE

TENANT shall post prices of all merchandise to be sold and post a detailed refund policy in a conspicuous place at the concession snack facility and on the mobile concession cart. No other advertising signs or publications shall be permitted without the prior written approval of the Golf Course Manager. All signage shall be at TENANT's cost.

Street signage for the Lake Worth Municipal Golf Course shall be split between the CITY and the TENANT.

MERCHANDISE AND SUPPLIES

TENANT shall ensure all merchandise and supplies necessary for the production of the menu must be kept stocked at all times. TENANT to provide all interior maintenance and repair of facilities, including but not limited to: replacement of all light bulbs and fixtures, all doors, door closures, vent fans, exhaust fans, all tables and chairs, excluding building structure maintenance and repair such as roof or air conditioning. TENANT shall provide all plumbing maintenance pertaining to food and beverage storage and preparation, including but not limited to kitchen sinks, dishwashers or disposal, grease trap maintenance including pump down and cleaning. TENANT shall provide and maintain adequate fire protection, including kitchen hood systems and fire extinguisher in compliance with all code requirements. TENANT shall maintain all food and beverage equipment. TENANT to provide all necessary equipment and fixtures for providing service not provided by the CITY. TENANT to provide all signage. Outside signage must be approved in advance by the Golf Course Manager and conform to CITY sign regulations. TENANT shall transfer trash generated by the food services operations to the dumpsters on an as needed basis. TENANT shall repair and keep in good order all internal concession finishing's, such as ceilings, walls, decorations, furnishings and floor coverings and any show cases, racks, other display and sales facilities, including identification and signage. TENANT to provide regular maintenance and cleaning of tables, the patio area and areas outside and around concession areas and snack shack. TENANT shall obtain the Golf Course Manager's approval of changes in products, pricing or services or character of the operations. TENANT shall not be permitted to sell tobacco products. Smoking is prohibited inside buildings. Patrons may smoke on the outside patio area. TENANT must obtain and keep current all licenses and permits necessary to run indoor and outdoor food service facilities and operations at the Municipal Golf Course. Deliveries for TENANT shall be accepted by the TENANT and their staff unless otherwise approved by the Golf Course Manager. The TENANT shall not permit any use of the premises which, directly or indirectly, is forbidden by law, ordinance or government regulation which may be dangerous to life, limb or property. TENANT may not commit waste on the premises, use it for any illegal purpose or commit nuisance in any capacity.

RESTROOMS

TENANT's staff shall have non-exclusive rights to use restrooms located in the main building or where the concession area is located whenever the facilities are open. TENANT must provide and post signs at all times in restroom facilities instructing all employees to wash their hands.

MAINTENANCE OF EQUIPMENT

Equipment must meet all state and federal safety regulations for grounding of electrical equipment. Equipment owned by the CITY or the TENANT shall be maintained by the TENANT. TENANT shall be subject to preventative maintenance on all equipment, but not limited to regular cleanings; such as doors drawers and equipment. TENANT shall be required by the CITY to make any improvements in the methods of cleaning or use of equipment in order to avoid frequent repairs. All equipment and maintenance required of the TENANT shall at all

times meet all code requirements, including, but not limited to the Department of Health, Building and Fire of Palm Beach County, Florida.

Throughout the contract period, TENANT must provide the Golf Course Manager with a copy of their paid invoices for repairs their firm has made on the CITY owned equipment and property. CITY equipment and property shall be subject only to such depreciation as may result from ordinary wear and tear resulting from ordinary use. TENANT shall be the insurer of the CITY against the risk of loss or theft or damage as a result the TENANT's negligence to any fixtures, equipment or personal property owned by the CITY which is located at the concession site, and shall promptly repair or replace the same within five (5) days of such loss, damage or theft.

TENANT shall clean and close Mobile Concession Cart daily. TENANT shall be responsible for ensuring that the CITY owned Mobile Concession Cart provided for this contract is properly maintained and in good working condition at all times. The CITY shall provide fuel for the mobile concession cart.

AVAILABILITY FOR BANQUETS

The Lagoon Bar and Restaurant is currently one of two municipally-owned banquet spaces in the City of Lake Worth. The subject banquet room is approximately 1,850 square feet. Each year the selected TENANT and the CITY shall agree upon times and dates that the CITY will have the opportunity to use the Lagoon Bar and Restaurant for municipal functions.

SUBLEASING

The TENANT will be prohibited from, assigning or sub-leasing a food service concession/facility or any portion of the food and beverage agreement without prior written approval from the Golf Course Manager.

STANDARDS

TENANT shall maintain a standard of quality, food and beverage service equal or superior to similar operations in the area for golf courses. TENANT shall not sell any products, which in the opinion of the CITY, pose a safety hazard or health hazard or are inappropriate for sale or display in a publically owned golf course. TENANT shall ensure sufficient stock of all merchandise and supplies necessary for the production of the menu items at all times. TENANT must provide all staff necessary to prepare and provide the approved menu.

CUSTOMER SERVICE

The TENANT shall maintain customer service as a top priority. The TENANT must provide staff that is professional, friendly, and courteous to all golfers and the general public. The TENANT's staff must maintain a neat appearance and be appropriately dressed, exercise good public relation skills, respond to customer complaints and questions, and conduct themselves in a professional manner acceptable to the CITY.

The CITY desires to develop an outstanding reputation with its patrons, as well as with the general public. It is, therefore, important to cultivate, maintain, and advance relationships towards the provision of a high level public service, as well as affordable, quality food and beverage service to the general public. Local civic and charitable organizations should be treated with sensitivity in consideration for their commitment to the community

MOBILE FOOD SERVICE

The TENANT may be required to furnish food and beverage service on the Municipal Golf Course outside of the main facility. The TENANT may provide a food and beverage golf cart on the course but is not required to do so.

REFURBISHMENT AND DECORATION

The TENANT may refurbish and decorate the restaurant/bar premises, at TENANT's sole expense, with prior written approval from the Golf Course Manager. Types of such improvements shall include, but not be limited to; painting, replacement of furniture, installation of big screen televisions, furnishings and accessories, and signage.

IMPROVEMENTS

The TENANT's improvements must meet all applicable codes, laws and licensing requirements. The TENANT shall be responsible for all costs associated with furnishing and installing of any improvements done to the Premises. All improvements provided by TENANT shall remain the property of the TENANT, and any maintenance required thereon shall be the responsibility of the TENANT. The CITY shall incur no obligation for repairs. Upon termination of the contract, all improvements shall remain the property of the TENANT; however, the CITY reserves the right to purchase such improvements from TENANT. Improvements made by the TENANT, not purchased by the CITY, shall be removed by the TENANT within twenty (20) days of termination of Services Agreement. TENANT shall be responsible for returning Municipal Golf Course facilities to original condition after removal of said improvements. TENANT may not make any exterior or structural alterations without the prior written consent of the Golf Course Manager. TENANT shall not attach or place any item, such as antennae, speakers, awnings, lights, heaters or any other items on the exterior of the premises.

ADVERTISING

The TENANT is responsible for coordinating advertising agreements, contracts and signage costs and schedules associated with the promotion of the business. On site, the TENANT will provide signage and utilities required for operating or illuminating any signage, in accordance with the CITY Code and zoning requirements. The TENANT may use the name of the "Lake Worth Golf Club" with prior written approval from the Golf Course Manager, along with approval of the specific advertising in which the name will be utilized. The CITY, in its capacity as landlord shall review and approve all signage, including those affixed to the interior of windows. TENANT shall post prices of all merchandise to be sold in a conspicuous place.

UTILITIES

CITY shall be solely responsible for all utility fees and costs, including but not limited to: telephone, electricity, garbage removal (including a dumpster for TENANTS's use), sewer and water service. The TENANT shall be solely responsible for all liquid petroleum gas (LPG) required to operate any LPG fueled equipment within the facilities; janitorial services (in restaurant only), servicing and maintenance of the facility, and all other services TENANT obtains for the premises. If TENANT determines during the Lease Term that it is necessary to have garbage removal for more than one day per week for the Premises, TENANT will be responsible for the additional costs associated with the additional refuse pickup day(s).

CLEANING AND MAINTENANCE

TENANT shall be responsible for daily cleaning and maintenance of all areas of Lagoon Bar and Restaurant. The TENANT shall also be responsible for maintaining the floors in the kitchen and storeroom areas and the dining areas, and shall keep the trash areas clean and sanitary. The cleaning and maintenance functions will be conducted to the CITY's standard of cleanliness. TENANT shall keep all fixtures, equipment and personal property, whether owned by TENANT, the CITY, or third parties in a clean, sanitary and orderly condition at all times and conduct the concession strictly in accordance with all applicable code requirements, including but not limited to, the Health Department of Palm Beach County. The CITY will dispose of trash collected by the TENANT from concession areas and deposited by TENANT in sealed containers at locations designated by the CITY.

PEST CONTROL

The TENANT shall be responsible for the cost of pest control/exterminating services on in and around the restaurant and concession areas which are subject to this Services Agreement, and the CITY shall be responsible for pest control/exterminating services for the remaining portion of the Golf Course and Clubhouse. All pest control/exterminating services shall be on a regular basis.

WASTEWATER AND GREASE

TENANT shall comply with Chapter 90, Article III of the CITY Code regarding wastewater and grease. TENANT shall obtain all applicable permits at TENANT's cost. TENANT shall do whatever is necessary to properly maintain and clean the grease trap as often as necessary to prevent clogging or discharge, and in compliance with the CITY Code.

HEALTH REGULATIONS

TENANT shall comply with all regulations of the Florida Department of Business and Professional Regulation, and all health regulations of other State agencies, and all other applicable laws and regulations in operating the restaurant/bar/snack shack and beverage cart. The finding of three or more critical violations (as defined by the Florida Division of Hotels and Restaurants) by a health inspector within any twelve month period shall be a material breach and default and grounds for termination of any contract awarded under this procurement.

SECURITY

The TENANT will be required to provide a deposit or other acceptable security assuring the faithful performance under this Services Agreement. Alarm Guard monitors the clubhouse for burglary/fire and uses motion detectors. Communications are in place with PBSO and Fire Department. In the event the security of the building is in question, the TENANT is responsible for the rekeying of the facility and the cost of alarm code changes.

KITCHEN EQUIPMENT

The CITY shall provide the kitchen equipment listed in Exhibit B. All equipment will be inventoried and in acceptable operating condition when the TENANT commences operation.

MAINTENANCE AND REPAIR OF KITCHEN EQUIPMENT

CITY will cover the first \$500.00 of repairs to the kitchen equipment supplied by the CITY and TENANT shall be responsible for the cost of repair and maintenance of all kitchen equipment supplied by the CITY beyond the initial \$500.00, including all cooking production equipment, fixtures and furniture within the restaurant.

During the term of the contract, all items shall be kept clean, fully operational and show no signs of visual or structural damage, excepting normal wear. TENANT shall be obligated to perform preventative maintenance on all equipment, such as but not limited to regular cleanings, lubricating hinges on doors, drawers and equipment. TENANT may be required by the CITY or Golf Course Manager to make any improvements in the methods of cleaning or use of equipment in order to avoid frequent repairs. All equipment and maintenance required of the TENANT shall at all times meet all code requirements, including, but not limited to the applicable Building codes and Fire Safety codes. Throughout the term of this Services Agreement, TENANT must provide the Golf Course Manager with a copy of their paid invoices for repairs TENANT has made on CITY owned equipment and property. CITY equipment and property shall be subject only to such depreciation as may result from ordinary wear and tear resulting from ordinary use. TENANT shall be the insurer of the CITY against the risk of loss or theft or damage as a result of the TENANT's negligence to any fixtures, equipment or personal property owned by the CITY which is located at the concession site, and shall promptly repair or replace the same within five (5) days of such loss, damage or theft. If equipment is deemed to be broken and unable to be repaired, the Golf Course Manager is to be notified in writing within 24 hours of non-repairable determination. TENANT shall replace equipment at its own expense and take ownership of said equipment. TENANT shall provide Golf Course Manager with a copy of the receipt of payment for such equipment/property (detail description of equipment/property must be disclosed on receipt of payment).

[End of Scope of Work]

EXHIBIT B

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4/05/2010	City of Lake Worth													Page 110	
Insurance Detail Report - With Extended Description															RSE
Silo, 012	GOLF COURSE														
Bldg 012001	CLUBHOUSE														
Car 500	MACHINERY & EQUIPMENT														
Room	Dept	Asset ID	Class Code	Qty	Model	Description	Wtg Code	S/N	ACQ Date	Life	Replacement Cost New	Exclusion Amt	CRN	Loss Exclusion	
KITCHEN 80	000011	1400	1	1	REFRIGERATOR, 3 DOOR	CONTINENTAL			01/01/2002	15	5,700.00	0.00	5,700.00		
KITCHEN 80	000012	1400	1	1	OVEN, CONVECTION	SILVERSTAR	SB		01/01/2005	15	5,500.00	0.00	5,500.00		
KITCHEN 80	000013	1400	1	1	RANGE, BURNER TOP	SD			01/01/2005	15	5,500.00	0.00	5,500.00		
KITCHEN 80	000026	1400	1	1	RANGE, GRILL, TOP				01/01/2005	15	4,200.00	0.00	4,200.00		
KITCHEN 80	000029	1400	1	1	HOOD, EXHAUST, S/S	CAPTIVE AIRE			01/01/2008	15	5,100.00	0.00	5,100.00		
KITCHEN 80	000030	1400	1	1	COOLER-FREEZER, WALK-IN	ARCTIC			01/01/2006	15	16,000.00	0.00	16,000.00		
KITCHEN 80	000031	1400	1	1	SLICER, MEAT	BERKEL			01/01/2006	15	1,800.00	0.00	1,800.00		
KITCHEN 80	000032	1400	1	1	TABLE, PREPARATION	WITH FRIDGE			01/01/2000	15	1,700.00	0.00	1,700.00		
KITCHEN 80	000033	1400	1	1	SERVING LINE, S/S, W/IRAY SLIDE				01/01/2000	15	3,200.00	0.00	3,200.00		

11/25/2010

11/06/2010

City of New York

Insurance Detail Report - With Extended Description

SMA: 012 GOLF COURSE
Bldg: 012001 CLUBHOUSE
Cat: 500 MACHINERY & EQUIPMENT

SMA: 012 GOLF COURSE
Bldg: 012001 CLUBHOUSE
Cat: 500 MACHINERY & EQUIPMENT

Room	Dept	Asset ID	Class Code
KITCHN	80	000001	1400

Room	Dept	Asset ID	Class Code	Qty	Model	Description	SN	ACQ Date	Life	Replacement Cost New	Exhaustion Amt
T/O	80	001012001A	1300	1		GROUP OF MINOR EQUIPMENT		01/01/2001	15	41,950.00	0.00

KITCHN	80	000002	1400
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KITCHN	80	A00007	1900	1		SYSTEM, COMPUTER		01/01/2002	5	1,400.00	0.00
		G0270				DELL		FB730C1			

KITCHN	80	000003	1400
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KITCHN	80	A00026	1900	1		SYSTEM, COMPUTER		01/01/2005	5	1,200.00	0.00
		G0020				DELL		1402H01			

KITCHN	80	000004	1400
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KITCHN	80	A00029	1900	1		SYSTEM, POS		01/01/2006	5	1,000.00	0.00
						DELL					

KITCHN	80	000005	1400
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TOTALS										Asset Count	22	135,000.00	0.00
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KITCHN	80	000006	1400
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KITCHN	80	000007	1400
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KITCHN	80	000008	1400
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KITCHN	80	000009	1400
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EXHIBIT B
(Page 2 of 3)

EXHIBIT B
(Page 3 of 3)

