

A G R E E M E N T

This Agreement entered into this 1st day of October, 1979, between the County of Volusia, State of Florida, hereinafter referred to as "County," and Associated Marketing, Inc., a Florida corporation for profit, hereinafter referred to as "AMI."

WHEREAS, the County owns, controls or has the right to use bus stops and rights-of-way where it may be desirable to place benches for the convenience of the public; and

WHEREAS, AMI proposes to supply benches to be placed at certain said locations without charge to the County; and

WHEREAS, the County and AMI feel it is beneficial to provide the benches for the convenience of the citizens and visitors to the County of Volusia; and

WHEREAS, the County is experiencing energy difficulties and both the County and AMI feel that it is beneficial to encourage citizens and visitors to use public transportation by providing bus benches for the comfort of citizens and visitors.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth and for the further consideration of Ten Dollars (\$10.00) and other valuable considerations by each of the parties hereto the other in hand paid, the receipt and sufficiency whereof is hereby acknowledged, it is mutually understood and agreed between the parties hereto as follows:

1. The County hereby gives and grants to AMI the exclusive right and privilege to place benches at bus stops in the unincorporated areas of the County, and at such other rights-of-way in the unincorporated areas of the County as are mutually acceptable to AMI and the County. This exclusive right and privilege shall not apply to locations within the Daytona Beach Regional Airport, County parks or within any municipality.

2. During the term of this Agreement, AMI shall have the exclusive right to place benches within the County as heretofore provided; and at the expiration of this Agreement, all rights, titles

and interest in said benches shall remain vested in AMI; and AMI agrees immediately to remove, or cause the removal of said benches from the streets, sidewalks, rights-of-way and other County property where said benches are located, at the request of the County upon the termination of this Agreement unless extended by the parties hereto.

3. It is hereby agreed that AMI may place neat and attractive advertising on both sides of the back slats of each bench, provided such advertising does not endanger or offend the health, safety, welfare and morals or the community of the County of Volusia. The proceeds of said advertising shall be the sole compensation derived by AMI from the placement of said benches. The County shall receive compensation in the amount of fifteen (15) percent of gross revenues collected during the term of this Agreement and any extensions or renewals thereof. The said sums shall be paid on a quarterly or semi-annual basis, whichever is agreed to by both parties. AMI agrees to maintain accurate records open to inspection by the County so as to satisfactorily verify gross revenues and the percentage received by the County therefrom.

4. AMI agrees to indemnify, hold harmless and defend the County from and against any and all liability, loss or damage, or for any injury or damage to person or persons or property caused by said benches or any cause connected with said benches or based upon any intentional tort, negligence, or breach of contract caused by AMI. AMI shall secure and maintain a comprehensive public liability insurance policy with a company authorized to do business in Florida and acceptable to the County in an amount not less than a combined single-limit of One Hundred Thousand Dollars (\$100,000.00) or limits of One Hundred Thousand Dollars (\$100,000.00) per occurrence/ Fifty Thousand Dollars (\$50,000.00) per person/Fifty Thousand Dollars (\$50,000.00) property damage. AMI shall have an affirmative duty to provide and update proof of such insurance in a form acceptable to the County. Such policy shall not be materially altered or cancelled without at least thirty (30) days notice to

the County. The County shall be named as an additional insured.

5. AMI hereby agrees to maintain and keep said benches in good repair at all times without cost or expense to the County. AMI reserves the right to remove any bench in the event such bench should prove unprofitable to AMI and AMI shall have the right to temporarily remove, for a period not to exceed thirty (30) days, any such bench for the purpose of repairing, renovating or replacing the same. The benches to be furnished by AMI are to be constructed with concrete ends, wooden seats and backrests and are to be constructed in a substantial and workmanlike manner. The County reserves the right to inspect said benches from time to time and direct removal or repair by AMI of any benches not found to be fit for further use. AMI shall provide the County with an address and a telephone number for which to provide AMI with notice of the necessity for removal or repair of any bench. AMI shall remove or cause to be removed such bench or benches or take any other action as approved by the County necessary to protect the public, within ten (10) working days after written or telephonic notification. In the event the County determines and notifies AMI that any bench constitutes an immediate danger or is offensive to the public, AMI shall cause the removal of said bench within forty-eight (48) hours (excluding non-work days of the County) from receipt of such notification.

6. This Agreement shall be for a period of five (5) years, from October 1, 1979 through September 30, 1984. Termination may occur without cause only after the County or AMI gives 180 days notice, in writing, to the other party, and then only at a September 30 close of a fiscal year of the County. If a breach or default of this Agreement shall occur, the aggrieved party must give notice, in writing, to the other party of the breach or default and request that said breach or default be remedied within sixty (60) days. If said breach or default is not remedied within sixty (60) days, then the aggrieved party may cancel the Agreement at any time within the succeeding sixty (60) days.

This Agreement entered into this 1st day of November, 19 92, between the East Volusia Transportation Authority, hereinafter referred to as "VOTRAN," and Associated Marketing, Inc., a Florida corporation for profit, hereinafter referred to as "AMI."

WHEREAS, VOTRAN has the right to use bus stops and rights-of-way where it may be desirable to place benches for the convenience of the public; and

WHEREAS, AMI proposes to place and maintain benches at certain said locations without charge to VOTRAN; and

WHEREAS, VOTRAN and AMI feel it is beneficial to provide the benches for the convenience of VOTRAN customers.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, it is mutually understood and agreed between the parties hereto as follows:

1. VOTRAN hereby gives and grants to AMI the non-exclusive right and privilege to place benches at bus stops in the unincorporated areas of Volusia County, and at such other rights-of-way in the unincorporated areas of the County as are mutually acceptable to AMI and VOTRAN. This right and privilege shall not apply to locations within the Daytona Beach Regional Airport, County parks or within any

municipality.

2. During the term of this Agreement, AMI shall have the right to place benches within the County as heretofore provided; and at the expiration of this Agreement, all rights, titles and interest in said benches shall remain vested in AMI; and AMI agrees immediately to remove, or cause the removal of said benches from the streets, sidewalks, rights-of-way and other County property where said benches are located, at the request of VOTRAN upon the termination of this Agreement unless extended by the parties hereto.
3. Each bus stop bench shall be fit for public use for the purpose for which it was installed and be free from any defect in design or condition that might be hazardous to the public.
4. Bus stop benches shall be placed and maintained along current bus routes at designated bus stops approved by VOTRAN.
5. It is hereby agreed that AMI may place neat and attractive advertising on both sides of the back slats of each bench, provided such advertising does not endanger or offend the health, safety, welfare and morals of the community of Volusia County. The proceeds of said advertising shall be the sole compensation derived by AMI from the placement of

said benches. VOTRAN shall receive compensation in the amount of fifteen (15) percent of gross revenues collected for rental or \$500.00 per year, whichever is greater. This compensation shall remain in effect during the term of this Agreement and any extension or renewals thereof. The said sums shall be paid on a quarterly or semi-annual basis, whichever is agreed to by both parties. AMI agrees to maintain accurate records open to inspection by VOTRAN so as to satisfactorily verify gross revenues and the percentage received by VOTRAN therefrom.

6. AMI agrees to indemnify, hold harmless and defend VOTRAN from and against any and all liability, loss or damage, or for any injury or damage to person or persons or property caused by said benches or any cause connected with said benches or based upon any intentional tort, negligence, or breach of contract caused by AMI. AMI shall secure and maintain a comprehensive public liability insurance policy with a company authorized to do business in Florida and acceptable to VOTRAN in an amount not less than a combined single-limit of One Hundred Thousand Dollars (\$100,000.00) per occurrence/Fifty Thousand Dollars (\$50,000.00) per person/Fifty Thousand Dollars (\$50,000.00) property damage.

AMI shall have an affirmative duty to provide and update proof of such insurance in a form acceptable to VOTRAN. Such policy shall not be materially altered or cancelled

without at least thirty (30) days notice to VOTRAN. VOTRAN shall be named as an additional insured.

7. AMI hereby agrees to maintain and keep said benches in good repair at all times without cost or expense to VOTRAN. AMI reserves the right to remove any bench in the event such bench should prove unprofitable to AMI and AMI shall have the right to temporarily remove, for a period not to exceed thirty (30) days, any such bench for the purpose of repairing, renovating or replacing the same. The benches to be furnished by AMI are to be constructed with concrete ends, wooden seats and backrests and are to be constructed in a substantial and workmanlike manner. VOTRAN reserves the right to inspect said benches from time to time and direct removal or repair by AMI of any benches not found to be fit for further use. AMI shall provide VOTRAN with an address and a telephone number for which to provide AMI with notice of the necessity for removal or repair of any bench. AMI shall remove or cause to be removed such bench or benches or take any other action as approved by VOTRAN necessary to protect the public, within ten (10) working days after written or telephonic notification. In the event VOTRAN determines and notifies AMI that any bench constitutes an immediate danger or is offensive to the public, AMI shall cause the removal of said bench within forty-eight (48) hours (excluding non-work days of VOTRAN) from receipt of such notification.

8. This Agreement shall be for a period of one (1) year, from 11/92 through 11/93.

The Contract shall automatically be renewed for one year unless notice of cancellation shall be given in writing by either party to the other on a date sixty days before the end of the contract period.

9. Termination may occur without cause only after VOTRAN or AMI gives 180 days notice, in writing, to the other party. If a breach or default of this Agreement shall occur, the aggrieved party must give notice, in writing, to the other party of the breach or default and request that said breach or default be remedied within sixty (60) days. If said breach or default is not remedied within sixty (60) days, then the aggrieved party may cancel the Agreement at any time within the succeeding sixty (60) days.

10. Notices under this Agreement shall be furnished to the below addresses and phone numbers as designated and any changes shall be effective only upon written notice by certified mail to the appropriate party.

a. Concerning the general terms of this Agreement:

To VOTRAN:

VOTRAN
General Manager
950 Big Tree Road
South Daytona, Florida 32119
(904) 761-7600

To AMI:

Associated Marketing, Inc.
General Manager
2801 So. Atlantic Avenue
Daytona Beach Shores, Florida 32118
(904) 788-6600

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers and seals to be affixed in duplicate as of the day and year first above written.

EAST VOLUSIA TRANSPORTATION
AUTHORITY

BY: Thomas E. Kelly
County Manager

ATTEST: Paul E. Gendal
Dep County Attorney

ASSOCIATED MARKETING, INC.

BY: M. A. Michels
President

ATTEST: J. M. Smith
General Manager