

City of Pompano Beach

LICENSE AGREEMENT No. 12472

with

Bluewater Movements, Inc.

INDEX OF EXHIBITS

Exhibit “A”	Scope of Authorization
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THIS LICENSE AGREEMENT (“Agreement”), entered into on _____
 (“Effective Date”), by and between:

CITY OF POMPANO BEACH, a municipal corporation located
 in Broward County, Florida (hereinafter “CITY”),

and

Bluewater Movements, Inc., a Florida Profit Corporation
 (hereinafter “LICENSEE”).

WHEREAS, LICENSEE desires to utilize the City’s Emma Lou Olson Civic Center (1801 NE 6th St, Pompano Beach, FL 33060), Charlotte Burrie Civic Center (2669 N Federal Hwy, Pompano Beach, FL 33060), and Aldsorf Park (2974 NE 14th St, Pompano Beach, FL 33060), (collectively referred within as the “Property”/”Properties”) to conduct its annual Pompano Beach Saltwater Circuit that showcases local fishing culture and includes a kick-off party, boat check-out, weigh-in station, awards banquet, brunch activities, entertainment, food, beverage and merchandise sales, and other related activities (collectively the “Event” described in Exhibit “A”, Scope of Authorization) attached hereto and incorporated herein;

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to provide the Event at the Property is in the best interest of the public; and

WHEREAS, CITY and LICENSEE desire to enter into this Agreement setting forth the parties’ mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, CITY and LICENSEE agree as follows.

ARTICLE 1

The above WHEREAS clauses are incorporated into, and made a part of, this Agreement.

ARTICLE 2 **REPRESENTATIONS**

A. **Representations of CITY.** CITY makes the following representations to LICENSEE, which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information supplied by CITY or by others authorized by the CITY's Recreation Director.

B. **Representations of LICENSEE.** LICENSEE makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. LICENSEE is a profit corporation, duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of LICENSEE is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSEE or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. CITY shall be entitled to rely upon the professional administrative, management and interpersonal skills of LICENSEE or others authorized by LICENSEE under this Agreement.

7. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

8. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

ARTICLE 3
NON-ASSIGNABILITY AND SUBCONTRACTING

A. This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY.

B. Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

C. This Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of LICENSEE's insolvency or bankruptcy, CITY may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

ARTICLE 4
TERM AND RENEWAL

The term of this Agreement is for three (3) years and shall commence upon execution by both parties. Occupation and use of City property and facilities shall be limited to those events, and the dates and times specifically set forth in Exhibit "A".

ARTICLE 5
INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit "B", attached hereto and incorporated herein, and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager, which approval shall not be unreasonably withheld.

ARTICLE 6 PUBLIC RECORDS PROCEDURES

A. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

1. Keep and maintain public records required by the CITY in order to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the CITY.

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

B. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

ARTICLE 7
RECORDKEEPING, INSPECTION, AUDIT

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit "C", attached hereto and incorporated herein.

ARTICLE 8
RESPONSIBILITIES OF LICENSEE

A. LICENSEE shall organize and conduct the Event described in Exhibit "A" consistent with CITY policies which specifically require that LICENSEE at all times perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

LICENSEE agrees to follow the policies of the CITY's Recreation Director but in the absence thereof, LICENSEE shall exercise reasonable judgment in discharging its duties hereunder. LICENSEE understands and agrees that LICENSEE shall plan, administer, pay for and coordinate all aspects of the Event, including, but not limited to, all required staffing, tools and materials other than, if applicable, the CITY's in-kind benefits listed in Exhibit "A".

B. *LICENSEE's Responsibility for Damage or Loss of CITY Property.* A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of the Property prior to set up and after cleanup of Event. CITY expects the Property to be restored by LICENSEE to the same condition which existed prior to set up of the Event.

If CITY Property or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then CITY will take the necessary remedial action to cause such repair or replacement to occur and LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

C. *LICENSEE Responsible for all Contracts.* LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Event. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Event.

LICENSEE represents and warrants that a minimum of three (3) days prior to set-up for the Event, LICENSEE shall have secured all necessary performing rights and licenses, including, if applicable, BMI, ASCAP and SESAC licenses, and shall provide copies of same to the CITY's Contract Administrator. LICENSEE shall also ensure that all performance payments required to be made under such license(s) are made promptly, appropriately and directly paid to the licensing organizations. CITY shall have no responsibilities to any performing rights licensing organization for any performance(s) during the Event.

D. *Concession Rights.* During the Event and to the extent permitted by law and City Code, LICENSEE shall have concessionaire rights on the Property and agrees to comply with the CITY's Policy for Alcohol Sales and Consumption as described in Exhibit "D", attached hereto and incorporated herein.

E. *Required Licenses, Permits and Authorizations.* LICENSEE, at its sole expense, shall obtain all required federal, state, local and other governmental approvals, as well as all necessary private authorizations and permits required attendant to LICENSEE's performance hereunder and provide CITY a copy of same a minimum of three (3) business days prior to set up of the Event on the Property. Ignorance on LICENSEE's part of any applicable laws, regulations or required authorizations shall not relieve LICENSEE from this responsibility.

LICENSEE shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department. If LICENSEE is unable to obtain all necessary licenses, permits or other authorizations in a timely manner, either party may elect to terminate this Agreement and CITY shall be reimbursed for any in-kind services it has incurred to date.

F. *Compliance With all Laws.* In the conduct of its activities under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on LICENSEE's part of any applicable laws and regulations shall in no way relieve LICENSEE from this responsibility.

G. *Emergency Access.* LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the activities. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on the Property which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or property.

H. LICENSEE, its subcontractors, vendor and other agents shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against their provision of goods and services under this Agreement. Proof of such sales tax payments shall be submitted to the CITY's Recreation Director upon request.

I. LICENSEE is responsible for hiring and managing its own staff, subcontractor and other agents, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed agents or employees of the CITY. At its sole discretion, and upon request by LICENSEE, the CITY reserves the right to approve LICENSEE's hiring of staff under eighteen (18) years old. LICENSEE shall be responsible for any and all work authorization(s) for its staff under eighteen (18).

J. LICENSEE shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons, including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

K. LICENSEE shall be responsible to ensure that all its employees, staff or other agents are suitable for employment in a municipal facility in terms of general character, knowledge, ability, manner and conduct.

L. LICENSEE shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in § 287.087, Florida Statutes.

M. LICENSEE shall utilize the Property exclusively for the activities described herein. In addition, LICENSEE shall not allow any part thereof to be used for any immoral or illegal purposes, nor allow, suffer or permit the Property to be used for any unlawful purpose, business, activity, use or function to which the CITY objects, including gambling.

N. LICENSEE shall immediately inform the CITY's Recreation Director of any repairs or maintenance necessary to keep the PROPERTY in good and safe condition.

O. LICENSEE shall promptly respond to concerns raised by Event patrons and the CITY's agents hereunder and timely take appropriate action as warranted by the circumstances.

P. LICENSEE is responsible to provide CITY the in-kind benefits listed in "Exhibit A".

Q. LICENSEE is responsible for any fees, taxes or levies which may be assessed as a result of this Agreement.

R. LICENSEE shall verify that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

S. By entering into this Agreement, the LICENSEE becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the LICENSEE, the LICENSEE may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 9 RESPONSIBILITIES OF CITY

A. CITY is responsible to maintain the Property and surrounding outdoor areas, including the building systems (e.g. plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (e.g. shrubbery and lawn care, garbage pickup, etc.); however, the foregoing provisions are in no way intended to absolve LICENSEE from the responsibilities set forth in Article 8.

B. CITY is responsible to provide LICENSEE the in-kind benefits listed in Exhibit "A."

ARTICLE 10 MISCELLANEOUS TERMS AND CONDITIONS

A. *Articles Left on Premises.* LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of patrons of the Event or LICENSEE, its sub-contractors or other agents left on the Property and that LICENSEE bears any and all risk of loss. Any article(s) remaining on the Property at the conclusion of Event shall become the property of the CITY.

B. *CITY's Right To Make Improvements, Modify the Property and the Number and Manner of Streets Closures.* Throughout the term of this license and notwithstanding any other term or condition herein, CITY retains the right, in its sole discretion, to modify and reconfigure the Property, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified or closed at CITY's sole discretion. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

ARTICLE 11 INDEMNIFICATION OF CITY

A. LICENSEE shall at all times indemnify, save, hold harmless and defend the CITY, its officials, officers, agents and employees from and against any and all claims, demands, suits, damages, attorney's fees, fines, penalties, defense costs or liabilities, including but not limited to, claims for death or injury to persons and damage to property, arising directly, indirectly or otherwise in connection with LICENSEE's occupation of, or use of, City property pursuant to this Agreement and which are based upon the actions, negligence or misconduct of LICENSEE's officers, staff, volunteers, invitees or other agents. However, LICENSEE shall not be liable under this Article for damages caused by injury to persons or damage to property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents and employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the City under this Agreement.

B. The parties agree that the value of services provided by CITY under this contract and the benefits received by LICENSEE under same shall constitute specific consideration by LICENSEE for the indemnification to be provided herein. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by LICENSEE.

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal Property at the Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed at the Property and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and forever discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

D. The indemnification provisions of this Article shall survive the expiration or early termination of this Agreement.

ARTICLE 12 USE OF PREMISES

Both CITY and LICENSEE agree that LICENSEE is authorized to utilize the designated city facilities for operation of its Program or Event(s) as described herein. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

**ARTICLE 13
NO DISCRIMINATION**

During the performance of this Agreement, LICENSEE agrees not to discriminate against any person on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability. However, with justifiable cause, LICENSEE maintains the right to refuse patrons or its agents hereunder from participation in the Event.

**ARTICLE 14
PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

**ARTICLE 15
CONTRACT ADMINISTRATORS, NOTICES AND DEMANDS**

A. During the term of this Agreement, the CITY's Parks and Recreation Department's Recreation Director or their authorized written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement. LICENSEE's Contract Administrator shall be provided by LICENSEE upon commencement of services (or their authorized written designee) as further identified below.

B. Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Director
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 786-4113 fax

FOR LICENSEE:

James Bunn,
2681 NE 22nd Court
Pompano Beach, FL 33062
Email: jbunn@bluewatermovements.com
Phone Number: (954) 725-4010

**ARTICLE 16
GOVERNING LAW, VENUE AND WAIVER**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

C. Both Parties agree to waive trial by jury for any litigation between the Parties that may commence as a result of this Agreement.

**ARTICLE 17
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 18
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 19 FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

Licensee must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment.

Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the event to a later date pursuant to the terms of this agreement.

ARTICLE 20 WAIVER AND MODIFICATION

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of authorization to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

ARTICLE 21 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 22 APPROVALS

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

ARTICLE 23
ABSENCE OF CONFLICTS OF INTEREST

Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

ARTICLE 24
BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

ARTICLE 25
LICENSE NOT LEASE

Both parties acknowledge and agree this Agreement shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the Program activities, including the sale of attendant food, beverages and merchandise, under the conditions and purposes expressed herein and shall not be construed to be a license to engage in any other business upon the licensed premises. LICENSEE understands and agrees that it takes the Property in "as is" condition.

ARTICLE 26
TERMINATION

A. *Termination for Cause.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 14 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same, and either party may avail itself of the informal Default and Dispute Resolution Procedures or seek other remedies as provided hereunder or by law.

C. *Termination for Safety.* CITY may terminate this event upon the occurrence of any riot, violent disturbance or similar conduct stemming from this event, or weather conditions or pandemic situation, any of which threatens the immediate health or safety of the public.

ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 28
CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTY

The CITY, through its Recreation Director, reserves the right to authorize use of the CITY Property for special group and /or City functions upon reasonable written notice to LICENSEE.

ARTICLE 29
COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

ARTICLE 30
NON-EXCLUSIVE LICENSE

Licensee acknowledges and agrees that it is not acquiring any rights other than the non-exclusive right to use the Facility in accordance with the terms of this Agreement.

ARTICLE 31
SCRUTINIZED COMPANIES

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Licensee certifies that Licensee is not participating in a boycott of Israel. Licensee further certifies that Licensee is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Licensee been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

ii. Is engaged in business operations in Syria.

- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Licensee has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Licensee of the City's determination concerning the false certification. Licensee shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Licensee shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Licensee does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ARTICLE 32

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

ARTICLE 33

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of

business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

ARTICLE 34

ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"LICENSEE":

Bluewater Movements, Inc.

Witnesses:

Mark A Beaudreault

Signature

Mark Beaudreault

Name Typed, Printed or Stamped

Scott Moore

Signature

Scott Moore

Name Type, Printed or Stamped

By:

James Bunn II

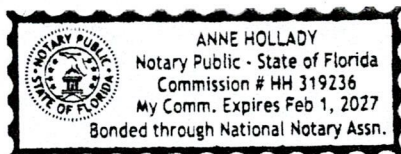
James Bunn II, Director

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2025, by James Bunn II as the Director of Bluewater Movements, Inc. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

HH 319236
Commission Number

Exhibit A
Scope of Authorization
Bluewater Movements, Inc.

Introduction/Background

The Bluewater Movements, Inc. (“Licensee”) hosts the Pompano Beach Saltwater Circuit (“Circuit”), a fishing tournament series with related activities that takes place annually in South Florida between the months of May and August. The Circuit showcases local fishing teams and includes a kickoff party, boat check-out, weigh in activities, brunch, entertainment, awards ceremony, beverage and merchandise sales.

Objective

To produce a three (3) leg fishing tournament whose aim is to attract fishing competitive teams, sponsors and event supporters to the City of Pompano Beach (“City”).

Scope of Authorization

The kickoff party, brunch, entertainment, awards banquet, beverage and merchandise sales will take place at either the Emma Lou Olson Civic Center, 1801 NE 6th Street, Pompano Beach, Florida 33060, or the Charlotte Burrie Civic Center, 2669 N Federal Highway, Pompano Beach, Florida 33060. Licensee has the option of conducting the weigh in activities at Alsdorf Park, 2974 NE 14th Street, Pompano Beach, Florida 33060.

Upcoming Circuit Dates:

2025:

May 14 - 18, 2025

June 11 – 15, 2025

August 14 – 17, 2025

2026:

May 13 – 17, 2026

June 10 – 14, 2026

August 12 – 16, 2026

2027:

May 12 – 16, 2027

June 9 – 13, 2027

August 11 – 15, 2027

City and Licensee reserve the right to reschedule the above dates upon mutual agreement.

Exhibit A
Scope of Authorization
Bluewater Movements, Inc.

Summary Schedule of Tasks and Deliverables

Site Plan and Schedule - A minimum of forty-five (45) calendar days prior to commencing any of the Circuit set up under this Agreement, Licensee shall be required to obtain the written approval of both the CITY's Recreation Director or their authorized written designee, and other reviewing City Departments of both the final Site Plan and the Schedule of Events via the Public Event application. The final detailed Site plan and schedule of the Circuit shall include the location of all booths, tents, stages, display areas, port-o-lets, parking, etc. and the times when such will be constructed and dismantled.

A minimum of thirty (30) calendar days prior to the City-approved set up date(s) listed above, Licensee shall submit the following documentation for CITY's review and approval:

1. A proposed final detailed Schedule of Event;
2. A description of all Circuit activities and events to occur on the Property during the term of this license;
3. A proposed final Site Plan(s) for the Property which depicts the location of all booths, stages, display areas, port-o-lets, parking, facility room set up and hours needed for access etc., which shall be subject to the approval of the City Departments authorized to require revisions to same; and

Trash and Clean-up of Permitted Area – Licensee shall be responsible for clean-up and removal of debris and trash from the permitted area during and after the Circuit. Licensee shall further be responsible for dismantling and removing all supplies and equipment, including booths, tents, stages, display areas, port-o-lets, and all other temporary facilities. The City will provide a trash truck as listed below in City's in-kind benefits to Licensee at Emma Lou Olson Civic Center, Charlotte Burrie Civic Center and/or Alsdorf Park.

Parking - Licensee understands and agrees that public parking for the Circuit shall be available for free at the Emma Lou Olson Civic Center or Charlotte Burrie Civic Center, however, if Circuit activities take place at Alsdorf Park, City's public parking charges will be in effect and that at no time will parking fees be waived.

Concession Rights - Upon satisfactory proof to City that all required permits have been obtained, including, but not limited to, those required by the Florida Department of Business Regulation's Division of Alcoholic Beverages and Tobacco, alcoholic beverages may be sold in the Emma Lou Olson Civic Center, Charlotte Burrie Civic Center and/or Alsdorf Park.

Licensee's In-Kind Benefits to City - Licensee shall provide City in-kind benefits similar to those provided to a title sponsor of the Circuit, which are valued at approximately one hundred thousand dollars (\$100,000.00) and summarized below.

Exhibit A
Scope of Authorization
Bluewater Movements, Inc.

Revenue Generation

The fishing tournament series will provide a significant economic benefit to the local economy as revenues are infused via lodging, fuel, dining, and entertainment and retail sales.

Visibility

- The City's name is included with Circuit's name for the series and each leg of the series.
- Host city to the largest tournament fishing series of its kind in the country.
- Display space available at each venue location in series.
- Logo branding - all corporate signage for series.
- Signage - Up to three (3) City provided banners will be displayed in key locations in event space
- Promo items may be placed in captain's bags for each tournament in series.
- Hourly fishing report with personalized message from City

Print Media

Full page ad in each tournament magazine in the series.

Logo branding - cover of tournament magazines, posters, date cards,

Sponsor's page of magazines, all media buy advertising.

Recognition for City in all press releases and editorial features for tournament series.

Social Media

Licensee shall provide dedicated City approved posts highlighting the City's participation in the Circuit on social media, including but not limited to, Facebook, Instagram and Twitter.

Internet

Licensee shall provide logo branding through links on both the City and the Circuit's website.

Web Banner- year-round placement inside each Pompano Beach Saltwater Circuit ("PBSC") website

Logo branding -logo link on sponsor's page of each tournament website year-round.

City's In-Kind Benefits to Licensee:

The Emma Lou Olson Civic Center and/or the Charlotte Burrie Civic Center will be made available and reserved for the aforementioned dates. Facility and personnel fees will be waived. As Alsdorf Park does not hold the Circuit in the parking area, waiving fees is not applicable.

For every Saturday listed in the aforementioned dates, the City's showmobile will be made available and reserved. Both rental and personnel fees will be waived.

City will provide a trash truck at Emma Lou Olson Civic Center and Alsdorf Park, as one is not needed at the Charlotte Burrie Civic Center.

EXHIBIT B

INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager, should you have any questions regarding the terms and conditions set forth in the Article, you may reach the CITY's Risk Manager by phone at (954) 786-4636.

LICENSEE is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent LICENSEES	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
XX	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

In an amount acceptable to the City's Risk Manager

- XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

- XX comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

- | | | | | |
|----|---------------------|--|-------------|-------------|
| XX | other than umbrella | bodily injury and property damage combined | \$1,000,000 | \$1,000,000 |
|----|---------------------|--|-------------|-------------|

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

- | | | | |
|---|---|-------------|-------------|
| — | * Policy to be written on a claims made basis | \$1,000,000 | \$1,000,000 |
|---|---|-------------|-------------|

(3) If Professional Liability insurance is required, LICENSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LICENSEE, the LICENSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.

APPROVED *David Daley*
By David Daley at 9:01 am, Mar 18, 2025

**HOLD HARMLESS AGREEMENT,
WAIVER AND RELEASE**

ACTIVITY:

ACKNOWLEDGEMENT

1. I, James R Bunn II, ("PARTICIPANT") hereby VOLUNTARILY and KNOWINGLY chose to participate in the above-described activity offered by the City of Pompano Beach specifically described as follows: Pompano Beach Saltwater Circuit (Activity or Activities) and that I am eighteen (18) years of age or older; and


2. By signing this HOLD HARMLESS AGREEMENT, WAIVER, and RELEASE, PARTICIPANT acknowledges and understands the risk involved with participating in the above-referenced activity. PARTICIPANT voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to myself, including but not limited to, personal injury, disability, illness, loss, death, or expense of any kind, that PARTICIPANT may experience or incur in connection with his/her participation in this activity; and

3. Accordingly, PARTICIPANT ACKNOWLEDGES that the City of Pompano Beach and/or its Officials, Officers, employees, agents or representatives herein referred to as "RELEASEE", are not responsible for any bodily injury, death or property damage sustained while participating in the above described City of Pompano Beach activity. PARTICIPANT further, expressly RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, RELEASEE from any and all liability to the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore whether caused by negligence of RELEASEE or otherwise while PARTICIPANT is engaged in the above-referenced activity; and

4. In the event that the above-named PARTICIPANT sustains physical injury while participating in the above-referenced program, I hereby authorize and request that I as PARTICIPANT receive emergency treatment from the City of Pompano Beach's attending physician or from any individual or individuals licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

5. PARTICIPANT further expressly agrees that the foregoing HOLD HARMLESS AGREEMENT, WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of this State and County and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

6. THE PARTICIPANT HAS READ AND VOLUNTARILY signs this HOLD HARMLESS AGREEMENT, WAIVER AND RELEASE and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.



Participant Signature

James R Bunn II

Print Participant Name

3/12/25

Date

Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

APPROVED *David Daley*
By David Daley at 9:05 am, Mar 18, 2025



**SHANNON BUNN
JAMES BUNN II**
Platinum Level
Valued Customer Since 2023



Form A022 FL (10/20)

Florida Automobile Insurance Identification Card

Insurer: Progressive Select Insurance Co - 02960

Policy Number: 970921455

Effective Date: 12/23/2024

Expiration Date: 06/23/2025

☒ **Personal Injury Protection**

Benefits/Property Damage Liability

☒ **Bodily Injury Liability**

See policy and outline of coverage; damage to a rental vehicle is covered to the extent shown therein.

Named Insured(s):

SHANNON BUNN
JAMES BUNN II

Year Make

2023 Buick

Model

Enclave

VIN

5GAERDKW8P125385

2014 Toyota

Tacoma

3TMJU4GN2EM169796

NAIC Number: 10192

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM

Call 1-800-274-4499 or go to claims.progressive.com.

NEED ROADSIDE ASSISTANCE?

Call 1-800-776-2778.

See claims reporting information on reverse side.

Misrepresentation of insurance is a first degree misdemeanor.

PROGRESSIVE

PROGRESSIVE

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.


Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.



<p>SHANNON BUNN JAMES BUNN II Platinum Level Valued Customer Since 2023</p> 	<p>Florida Automobile Insurance Identification Card</p> <p>Insurer: Progressive Select Insurance Co - 02960 Policy Number: 970921455 Effective Date: 12/23/2024 Expiration Date: 06/23/2025</p> <p>[X] Personal Injury Protection [X] Bodily Injury Liability Benefits/Property Damage Liability See policy and outline of coverage; damage to a rental vehicle is covered to the extent shown therein. ⓘ</p> <p>Named Insured(s): SHANNON BUNN JAMES BUNN II</p> <table><thead><tr><th>Year</th><th>Make</th><th>Model</th><th>VIN</th></tr></thead><tbody><tr><td>2023</td><td>Buick</td><td>Enclave</td><td>5GAERDKW8P125385</td></tr><tr><td>2014</td><td>Toyota</td><td>Tacoma</td><td>3TMJU4GN2EM169796</td></tr></tbody></table> <p>NAIC Number: 10192 NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.</p>	Year	Make	Model	VIN	2023	Buick	Enclave	5GAERDKW8P125385	2014	Toyota	Tacoma	3TMJU4GN2EM169796
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Thank you for choosing Progressive.



<p>SHANNON BUNN JAMES BUNN II Platinum Level Valued Customer Since 2023</p>  <p>Form A022 FL (10/20)</p>	<p>Florida Automobile Insurance Identification Card</p> <p>Insurer: Progressive Select Insurance Co - 02960 Policy Number: 970921455 Effective Date: 12/23/2024 Expiration Date: 06/23/2025</p> <p>[X] Personal Injury Protection Benefits/Property Damage Liability</p> <p>Named Insured(s): SHANNON BUNN JAMES BUNN II</p> <table border="1"><thead><tr><th>Year</th><th>Make</th><th>Model</th><th>VIN</th></tr></thead><tbody><tr><td>2024</td><td>Gmc</td><td>Sierra C2500/K2500</td><td>1GT49PEY5RF252075</td></tr><tr><td>2015</td><td>Toyota</td><td>4runner</td><td>JTEZU5JR3F5102163</td></tr></tbody></table> <p>NAIC Number: 10192 NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.</p>	Year	Make	Model	VIN	2024	Gmc	Sierra C2500/K2500	1GT49PEY5RF252075	2015	Toyota	4runner	JTEZU5JR3F5102163
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Kiandra Russ, Contract Specialist

1190 NE 3rd Ave, Building C
Pompano Beach, FL 33060
Phone: (954) 545-7809



March 17, 2025

APPROVED *David Daley*
By David Daley at 9:07 am, Mar 18, 2025

Bluewater Movements, Inc.
Attn: Jamie Bunn
2681 NE 22nd Ct
Pompano Beach, FL 33062

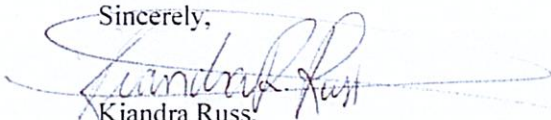
Dear Jamie Bunn:

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at Procurement and Contracts, 1190 NE 3rd Ave, Building C, Pompano Beach, FL 33060. If you have any questions about this letter please telephone me at (954) 545-7809.

Sincerely,


Kiandra Russ,
Contract Specialist

Bluewater Movements, Inc. has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida **Bluewater Movements, Inc.** agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.



Signature

3/17/25

Date

James R Bunn II, President

Name and Title (print)



BUNNJA1

OP ID: LG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C & L Insurance, Inc. 2295 NW Corporate Blvd Ste 121 Boca Raton, FL 33431 Scott C. Costolo	561-617-1512	CONTACT NAME: Linda Goldstein PHONE (A/C, No, Ext): 561-617-1512 FAX (A/C, No): 561-395-4239 E-MAIL ADDRESS: Linda.Goldstein@CLInsurance.com
INSURED Bluewater Movements, Inc 2681 NE 22 Court Pompano Beach, FL 33062		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 16691

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Al <input checked="" type="checkbox"/> Host Liq Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GAS151875 GAS151875	09/08/2024 09/08/2024	09/08/2025 09/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		GAS151875	09/08/2024	09/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Saltwater Slam 6/11/25-6/15/25

Certificate Holder is listed as additional insured in respects to Liability

APPROVED

By Brittney Dixon at 11:27 am, Apr 02, 2025

CERTIFICATE HOLDER

CANCELLATION

CITYOFF City of Pompano Beach 100 W Atlantic Blvd Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit C

Accounting and Recordkeeping Procedures:

1. LICENSEE shall keep a true and accurate account of all monies received and spent attendant to Tournament activities and agrees to make available locally at all reasonable times for CITY's examination and audit, all such financial records and supporting documentation. Records shall include but not be limited to, all business records, bookkeeping/accounting records, receipts, invoices, bank statements, attendance rosters and financial/statistical records attendant to Circuit activities.
2. LICENSEE shall preserve and make available locally at all reasonable times for City's inspection all financial records and supporting documentation attendant to Circuit activities for a period of five (5) years or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, said records and documentation shall be retained until resolution of the audit finding.

Exhibit D

City of Pompano Beach ("City") Policy For Distribution and Consumption of Alcoholic Beverages on City Properties During the Activity

The distribution and consumption of sale of beer, wine and spirits (collectively "alcohol") shall be allowed at activities on City Properties subject to the following rules and procedures.

1. The distribution of alcohol shall be prohibited on City Properties during any activity intended for children under age 21.
2. Only alcohol distributed by Licensee's approved vendors may be allowed or consumed on City Properties; no outside alcohol shall be allowed.
3. All Licensee's vendors authorized to provide alcohol on City Properties shall be required to indemnify and hold harmless the City, its officers, agents, employees, and volunteers, from any and all claims for liability arising directly or indirectly out of alcohol sales or consumption. Proof of insurance acceptable to the City's Risk Manager shall be required to satisfy this indemnification obligation prior to any alcohol sales taking place.
4. Prior to any activities taking place on City Properties, all Licensee's approved vendors authorized shall have received written approval from the City's Risk Manager that their Certificate of Liability Insurance includes the requisite coverage for alcohol sales.
5. Police or security officers shall be authorized to prohibit the distribution or consumption of alcohol to any person that appears intoxicated. Police or security officers are also authorized to order persons that appear intoxicated to immediately leave the City Properties.
6. Persons serving alcohol shall be at least 21 years old, properly trained in such service, and not be allowed to consume alcohol immediately before, during, or following a activity. Any server violating this policy shall be immediately ordered to leave the City Properties by Licensee, police or a security officer.
7. Servers shall be responsible to verify that persons attempting to purchase alcohol are of legal drinking age. Alcohol sales shall be denied to persons who are not able to provide photo identification evidencing proof of legal drinking age upon request. Servers shall be required to refuse to provide alcohol to any person who appears intoxicated.
8. Signs shall be posted at the concession areas on the City Properties which state that all persons must be of legal drinking age to receive and consume alcohol, that alcohol sales are limited to two (2) drinks per person per transaction, and that servers reserve the right to refuse service to any person who appears intoxicated.
9. The distribution of alcohol shall cease at least thirty (30) minutes before the official end of all activities on the City Properties. The cutoff of alcohol sales shall be determined according to the schedule of activities Licensee provided to, and approved by, City.