

COMMERCIAL USE AGREEMENT

This non-exclusive Commercial Use Agreement (“Agreement”) is between the State of Florida Department of Environmental Protection (“Department”), a state agency, through its Division of Recreation and Parks (“Division”), whose address is 3900 Commonwealth Blvd., Tallahassee, Florida 32399, Leon County and NSPC Hillsborough River, LLC (“Concessionaire”), organized as Florida Limited Liability Company, whose headquarters is located at 2801 Industrial Ave 2, Fort Pierce, Florida 34946, St. Lucie County.

1. FEE. Fees are required for the privilege of conducting the limited commercial use described in Paragraph 4 below at Hillsborough River State Park (the “Park”). The Concessionaire’s guests or customers are required to pay established Park entry fees for the use of the Park under this Agreement in accordance with Chapter 258, Florida Statute and Chapter 62D-2, Florida Administrative Code. Additionally, Concessionaire shall pay to the Department a commission fee calculated using the method defined in Paragraph F of DEP Agreement No. CA-0618. The commission fee shall for this Agreement be remitted to the Department with the first Monthly Report of Total Gross Sales submitted pursuant to DEP Agreement No. CA-0618. The minimum accounting requirements of DEP Agreement No. CA-0618 apply to this Agreement. “Total Gross Sales,” for this Agreement, shall be defined as sales of all goods and permissible services, described in Paragraph 4 below, generated from the Concessionaire’s Services at or associated with the Park. Concession operations other than ferry services will report compensation via a Monthly Report of Total Gross Sales (Exhibit A). Ferry service operators will report negotiated compensation via a Monthly Tabulation and Report of Attendance (Exhibit B).

The Concessionaire’s revenue is subject to State Use Tax, unless the Concessionaire is exempt from paying such tax on commission fees to the Department. If it is tax exempt, the Concessionaire will provide verification of its tax-exempt status by completing the State Use Tax Exempt Certification form attached hereto as Exhibit C.

2. PAYMENTS. Concessionaire will make monthly payments for the negotiated compensation listed in Paragraph 1 above. Every month, the Concessionaire will submit a Monthly Report of Concessionaire’s Total Gross Sales or Monthly Tabulation and Report of Attendance (“Monthly Report”) no later than the 20th day of each month following the month the Gross Sales were collected. When the Department completes a system for accepting electronic payments from concessionaires, the Concessionaire agrees to use the system for making or delivering its monthly payments to the Department. Concessionaire’s agreement to use the system is contingent upon there being no fee or a nominal fee to use the system.

3. TERM. This Agreement will begin upon execution by all parties and end the date on which DEP Agreement No. CA-0618 is fully executed.

4. USE OF PARK. The Concessionaire is authorized to provide the following services: recreational equipment rentals, food and beverage service, merchandise resale, event management services, guided eco-tours, pool entrance management service, wi-fi services and interpretive tram tours (the “Services”). The Department authorizes Concessionaire’s Services only on the highlighted area of the Park or along the Park roadways **identified on the Park map attached hereto as Exhibit D** (the “Use Area”). The Park Manager has absolute discretion to determine the Use Area, and the Area is subject to change without advance notice.

The Concessionaire accepts the Use Area in its "as is" condition. The Concessionaire will not alter or damage the Park, the Use Area, or any facilities or resources through operation of the Services, and will fully repair all damages. The Concessionaire will operate, at a minimum, the Services from 9:00 a.m. until 5 :00 p.m. or sunset, whichever is earlier. The Concessionaire is not allowed to use the Park after hours (before 8:00 a.m. or after sunset) unless the Park Manager approves, in writing. The Concessionaire will ensure that all employees of the Concessionaire display a courteous, friendly, and helpful attitude. All Concessionaire employees will be identified with the Concessionaire's company uniform or shirt, nametag, and will have a neat and clean appearance.

If this Agreement authorizes the Concessionaire to use Department facilities or equipment ("Facilities"), the Concessionaire will:

- a. submit a Repair and Maintenance Plan within 30 days of commencing operations under this Agreement;
- b. implement the Department-approved Repair and Maintenance Plan within 60 days of commencing operations under this Agreement; and
- c. maintain and repair the Facilities pursuant to the maintenance and repair schedule agreed between the Concessionaire and the Department as more particularly detailed in the Department-approved Repair and Maintenance Plan.

The Department must pre-approve any improvements or additions to the Facilities in writing. The Florida Park Service District Bureau Chief or their superior must pre-approve any construction or capital improvements. The Department's specific requirements for construction or capital improvements will be included in the written pre-approval.

5. LIABILITY. The Concessionaire assumes all risk in any activity permitted or required by this Agreement and will be solely responsible for any damages from accidents or injuries to persons or property arising out of its operations. Concessionaire is liable for any damage arising from the carelessness, negligence, or improper conduct of the Concessionaire, their respective employees, representatives, or agents. The Concessionaire will save and hold harmless and indemnify the Department and the Board of Trustees, and their respective officers, employees, and agents, against any liability, claims, judgments, attorney's fees, or costs for:

1. injury to, or death of, any person resulting from the use, service, operation, or performance of work under the terms of this Agreement;
2. the loss of or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Agreement; or
3. Damages resulting from any act, or failure to act, by the Concessionaire, their respective employees, agents, or representatives

to the extent allowed by law. Within five days of receiving service of process, the Concessionaire will notify the Park Manager of any legal actions filed against the Concessionaire related to the Park, to Concessionaire's Services, or that may adversely affect the Department. The Department, the State of Florida, and the Board of Trustees do not waive sovereign immunity or the provisions of Section 768.28, Florida Statutes. Nothing herein will be construed as consent to be sued by third parties.

If, at any time, the Department deems it necessary, the Concessionaire will obtain liability waivers signed by members of the public. Waivers seeking parents' or guardians' signature on behalf of a minor will comply with the form requirements set forth in Section 744.301, Florida Statutes.

6. INSURANCE. The Concessionaire's failure to comply with any part of the insurance requirements is considered a material breach and will be grounds for termination for cause by

the Department. The Concessionaire may not begin Services under this Agreement prior to complying with these insurance requirements. The Concessionaire's compliance with these requirements does not relieve the Concessionaire of its liability. All insurance obtained by the Concessionaire in accordance with this Agreement will include the following provisions:

1. Hold Harmless Agreement in favor of the Department and the Board of Trustees.
2. Insurance policies will name the Department and the Board of Trustees as Additional Named Insureds for the entire term of the Agreement, including any extensions.
3. Insurance policies will include this Agreement's DEP Contract No. on the certificate.
4. Insurance policies will list the Park Manager's name, Hillsborough River State Park, and mailing address.
5. Insurance policies will be with insurers licensed or eligible to do business in the State of Florida.
6. Certificates of Insurance will contain a provision that the insurance will not be canceled for any reason except after 30 days prior written notice to the Department or its designee, except for nonpayment of insurance premium, which will be handled in accordance with Florida law.

All required insurance policies will remain in full force and effect throughout the term of this Agreement. The Concessionaire will provide evidence of all policy renewals to the Park Manager at the time of renewal and prior to any extension of this Agreement. The Department reserves the right to request copies of insurance policies for examination and copying at any time during the Term of the Agreement. Required per occurrence and aggregate loss limits for insurance coverage of the Concessionaire's services under this Agreement will not be subject to dilution or reduction by any other insurable loss or interest of the Concessionaire under such policy, and if requested, the Concessionaire will provide proof thereof from its insurance provider.

The Concessionaire will secure and maintain the following types of insurance covering its operations under this Agreement:

a. Liability. The Concessionaire will secure and maintain Commercial General Liability insurance, including bodily injury, property damage, personal and advertising injury, coverage for factors relevant to the Concessionaire's business, personal and property damage, and/or provide coverage for contents of the Facilities and space as stated herein, as amended or expanded from time to time, including additional products, services, and expansion of the Concessionaire's Services. Insurance coverage must include coverage for all claims that may arise from the Services and/or operation(s) provided under this Agreement, whether such Services and/or operations are by the Concessionaire or anyone directly or indirectly employed by the Concessionaire. The minimum limits of liability will be \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

b. Automotive. The Concessionaire will secure and maintain Commercial Automobile Liability insurance for company-owned vehicles, and for hired and non-owned vehicles, that are used to conduct business and provide Services. For these vehicles, the Concessionaire will have a minimum combined single limit of \$1,000,000. Commercial Automobile Liability insurance coverage may be provided as either vehicle specific coverage or as a coverage for the business use as a rider on the Concessionaire's general liability insurance policy.

c. Other as needed. The Department may require other insurance under this Agreement for the unique type of operations, recreation, or facilities provided and any unique hazards arising from them. Examples include liability for the operation of vessels, water sports, operation of other motorized vehicles, and diving and snorkeling. The Concessionaire must provide its own insurance for boat hulls, building contents, theft, vehicle comprehensive, and any other applicable insurance. The Concessionaire understands the State's insurance does not cover the Concessionaire's personal property or business losses in the Park. The Concessionaire is advised to thoroughly research its insurance needs prior to executing this Agreement.

d. Workers' Compensation. The Concessionaire will secure and maintain, during the life of this Agreement, Workers' Compensation insurance for its employees. The Concessionaire will provide evidence of the coverage to the Department prior to the Concessionaire signing the Agreement. The self-insurance program or insurance coverage will comply fully with the Florida Workers' Compensation Law and the Merchant Marine Act of 1920 (P.L. 66-261), commonly known as the Jones Act, including any subsequent amendments or conditions. In case any class of the employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Concessionaire will provide adequate insurance, satisfactory to the Department, for the protection of its employees.

7. TERMINATION. This Agreement does not vest any right in the Concessionaire, and only grants the privilege to carry out the terms of this Agreement on the Park premises. If the Concessionaire fails to comply with any of the terms and conditions of this Agreement, the Department will provide written notice of termination to the Concessionaire delivered to the Concessionaire's addresses as set forth in Paragraph 8 below. In the written notice, the Department may afford the Concessionaire the opportunity to cure any default within a specified timeframe. Upon failure of the Concessionaire to cure the non-compliance within the timeframe specified, the Department may terminate this Agreement and privilege for cause after three (3) calendar days from expiration of the cure period. If the Department does not afford the Concessionaire the opportunity to cure any defaults, the privilege will terminate three (3) calendar days from the Concessionaire's receipt of the Department's notice, and the Concessionaire will remove themselves and all other parties who may be present upon, or occupy, any part of the Park premises within the three (3) calendar day period. Continued occupancy of the Park premises after expiration or termination of the privilege will constitute trespass by the Concessionaire and may be prosecuted as such. This Agreement may be terminated by either party without cause by giving thirty (30) days written notice to the other party's address as set out in Paragraph 8 below.

8. NOTICES. Any notices required by this Agreement are sufficient if delivered to the parties by electronic mail, facsimile, certified mail or hand-delivery, at the following addresses: Brian Pinson, 15402 US 301 N, Thonotosassa, FL 33592, (the "Park Manager"), who can be reached at phone number (813) 987-6870 or emailed at Brian.Pinson@dep.state.fl.us, or his successor, is hereby designated as the Department's Agreement Manager. The Concessionaire's Agreement Manager is: Jack Bobo, 2801 Industrial Ave 2, Ft. Pierce, Florida 34946 ("Concessionaire's Manager"), who can be reached at phone number (772) 595-6429 or emailed at jbobo@nspconcessions.com. The Concessionaire will inform the Department within 30 days of any change to its name, business organization, address, Registered Agent, or other contact information.

9. PUBLIC RECORDS.

a. Concessionaire will comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Concessionaire will keep and maintain public records required by the Department to perform the services under this Agreement.

b. This Agreement may be unilaterally canceled by the Department if the Concessionaire fails to either provide to the Department all public records relating to this Agreement upon request or allow the records to be inspected or copied within a reasonable time.

c. If Concessionaire meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

1. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement must be made directly to the Department. If the Department does not possess the requested records, the Department will immediately notify the Concessionaire of the request, and the Concessionaire must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Concessionaire fails to provide the public records to the Department within a reasonable time, the Concessionaire may be subject to penalties under s. 119.10, F.S.
2. Upon request from the Department's custodian of public records, Concessionaire will provide the Department with a copy of the 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. Concessionaire will identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the Term of the Agreement and following completion of the Agreement if the Concessionaire does not transfer the records to the Department.
4. Upon completion of the Agreement, Concessionaire will either transfer, at no cost to the Department, all public records in possession of Concessionaire or keep and maintain public records required by the Department to perform the Services under this Agreement. If the Concessionaire transfers all public records to the Department upon completion of the Agreement, the Concessionaire will destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Concessionaire keeps and maintains public records upon completion of the Agreement, the Concessionaire will meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request

from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

d. IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

10. ILLEGAL, UNLAWFUL, OR IMPROPER USE. Prior to commencing business under this Agreement, the Concessionaire is required to possess all local, state and federal licenses and Permits required to operate the Services, and will provide to the Department or Park Manager copies of the same. The Concessionaire will comply with all policies, rules, and laws governing the operation of the Park, including Chapter 62D-2, F.A.C., and Chapter 258, Part I, Florida Statutes. The Concessionaire will comply with all applicable federal, state and local laws, rules, regulations and ordinances in providing services. The Concessionaire acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules, regulations, the American with Disabilities Act, and Purchasing Card Industry Data Security Standards. The Concessionaire's failure to comply with any part of this provision will be grounds for termination of this Agreement by the Department, pursuant to Paragraph 6 of this Agreement. The Concessionaire and its employees will not discriminate, by segregation or otherwise, against any person on the basis of race, color, religion, sex, national origin, age or disability in its operations under this Agreement.

Pursuant to State of Florida Executive Order Number 11-116, Concessionaire is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Concessionaire during the Agreement term. The Concessionaire will conduct sexual predator checks of new employees, to verify the employees are not sexual offenders or predators. The Department will require proof of the e-verify employment records and Concessionaire's sexual predator checks.

11. REPORTS.

The Concessionaire will establish and maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with the generally accepted accounting principles (GAAP). The Department, and other appropriate government agencies, will have access to all such records for audit purposes during the Term of this Agreement and for five years following the Agreement's expiration or termination. At the Department's election, the Concessionaire will be required to submit Profit and Loss Statements, audits, ledgers, surveys and any other reports generated from files used in the management of the Services. Both the Monthly Reports of Total Gross Sales and the Annual Profit and Loss Statements will be based on source documents and books of original entry.

At the Department's election, Concessionaires providing Ferry Services or Guided Tours will submit weekly passenger/participant figures to the Department in a format acceptable to the Department or its designee.

The Concessionaire understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Concessionaire will comply with this duty.

The Concessionaire will be responsible, at Concessionaire's cost, for complying with the PCI Data Security Standards ("PCI DSS"), which include a set of comprehensive requirements for enhancing payment account data security. The PCI DSS standards can be found at the PCI Security Standards Council website, which is linked through: <https://www.pcisecuritystandards.org/>. Additional information can be obtained through the Florida Department of Financial Services ("DFS"), which coordinates the State of Florida's efforts directly with the PCI Security Standards Council. The Concessionaire will ensure that the required data security measures are in place prior to commencing operations by submitting a completed Self-Assessment Questionnaire ("SAQ") to the Department. The Concessionaire will submit an updated SAQ to the Park Manager annually on the anniversary of the commencement date through the expiration or termination of this Agreement. The SAQ can be found on the PCI DSS website listed above. During the term of this Agreement, it will be the Concessionaire's responsibility to be apprised of any subsequent version, modification, amendment, or update of the PCI DSS. The Concessionaire, at its cost, is required to modify its annual SAQ to comply with the most current version of the PCI DSS.

12. INSPECTION OF USE AREA. The Concessionaire agrees the Use Area may be inspected at any time during Park Operating Hours without additional notice by authorized representatives of the Department or by any other authorized state, county, or municipal officer. The Concessionaire will immediately correct any deficiency cited by such inspectors at Concessionaire's sole expense, unless the Department is the responsible party for the deficiency. Failure by the Concessionaire to take the required corrective actions is grounds for the Department to terminate this Agreement.

13. FEES AND MERCHANDISE. The Concessionaire agrees the prices and fees charged for merchandise and Services offered by the Concessionaire pursuant to its operations under this Agreement will be consistent with those charged by similar businesses for similar merchandise and services in the general vicinity of the Park. "General vicinity" means being located or charging for merchandise or services within five (5) miles of the Park. If there are no similar businesses that market similar merchandise or services within five (5) miles of the Park, general vicinity means the nearest similar business. The Concessionaire will not sell or rent any types of merchandise or equipment prohibited by the Department and will sell or rent only the types of merchandise or equipment approved by the Department. The Concessionaire will maintain an adequate supply of all merchandise and equipment (including Florida State Park merchandise), that the Park Manager deems appropriate for the Park or necessary to accommodate Park visitors. The Concessionaire will ensure that all merchandise and equipment sold or rented is of good quality, safe, and clean. The Department must pre-approve, in writing, the Concessionaire's schedule of fees for the sale of goods and Services. The Concessionaire may request, in writing, a price or fee adjustment and the request must include market analysis supporting the requested fee schedule change.

14. CHOICE OF LAW AND VENUE. This Agreement has been delivered in the State of Florida and will be construed in accordance with the laws of Florida. Wherever possible, each

provision of this Agreement will be interpreted to be effective and valid under applicable law, but if any provision of this Agreement will be invalid under applicable law, that provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the Florida, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

15. NO WAIVER. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

16. NO RIGHT OR ASSIGNMENT. This Agreement is not intended nor will it be construed as granting any rights or interest to the Park. It is understood and agreed this Agreement is the grant of a non-exclusive privilege only and no part, parcel, building, or structure, including trails, equipment, or space is leased to the Concessionaire; that the Concessionaire is an independent contractor, and not a contractor, lessee or licensee; and the Concessionaire's right to conduct the activities will continue only so long as Concessionaire complies with the terms and conditions of this Agreement. This Agreement is granted to the Concessionaire and may not be assigned, in whole or in part. Non-compliance with this paragraph will immediately terminate this Agreement. This Agreement is not intended nor will it be construed as granting any rights, privileges, or interest in any third party.

17. DEPARTMENT'S MARKS. Concessionaire understands that the Department's name, logos, trademarks and service marks (collectively the "Department's Marks") are the sole and exclusive property of the Department and will not be used in any fashion without the prior expressed written consent of the Department.

18. MARKETING AND INTELLECTUAL PROPERTY. The Department will obtain and own any domain names using the Park name, and agrees to allow the Concessionaire to post content relating to the Services at that web address. The Concessionaire agrees to assign ownership of any marketing materials, websites, or social media accounts using the Park name, whether or not they can be copyrighted, to the Department. The Concessionaire is responsible for monitoring all websites and social media accounts and reporting complaints or inappropriate posts to the Park Manager. Failure to comply with these responsibilities constitutes a Default under this Agreement and entitles the Department to claim liquidated damages from the Security Deposit. The Concessionaire agrees to provide the Park Manager with administrator log-ins and passwords to all websites and social media accounts using the Park name upon their creation. Any changes to the administrator log-ins and passwords must be immediately reported to the Park Manager, along with the revised log-in and password.

19. PLANS.

Prior to beginning Services under this Agreement, the Concessionaire will provide a draft Safety Plan to be evaluated by the Department's Safety Officer and Park Manager. The Concessionaire will implement a final Safety Plan incorporating the District's and Park Manager's comments prior to beginning Services under this Agreement. The Safety Plan will be revised once a year before the anniversary date, and prior to the commencement of any new service. The Concessionaire will submit the proposed revision to the Department's Safety


Officer and Park Manager for evaluation and approval. The Safety Plan will include guidelines for all aspects of the Concessionaire's operation, with special attention to traffic control, first aid, security, fire prevention, and water related activities and equipment. A section of the Safety Plan will be devoted to Emergency Action, which will cover proper preparations and responses to all natural and human-caused emergencies.

At the Department's election, the Concessionaire will be required to provide Environmental, Repair and Maintenance, and Interpretive Plans ("Plans"), that will be evaluated by and approved by the Department. The Concessionaire will implement the Plans as directed by the Department. The Park Manager will provide the Concessionaire with requirements for Plans.

20. COMPLETE AGREEMENT AND EXECUTION. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement will only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH THE CONCESSIONAIRE AND THE DEPARTMENT AS PROVIDED BELOW. BY SIGNING BELOW, CONCESSIONAIRE AGREES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ATTESTS THAT THE PERSON SIGNING IS AUTHORIZED TO BIND THE CONCESSIONAIRE TO THE TERMS OF THIS AGREEMENT.

NSPC Hillsborough River LLC
(Print name of the Concessionaire above)
By: 
Authorized Person's Signature
Printed Name: Daniel Bobo
Title: Authorized Member
Date: 8/6/2018

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: 
Department's Authorized Signatory
Printed Name: Valinda Subic
Title: Bureau Chief
Date: 8-8-18

cc: District Bureau Chief
REVISED: 4/13/18

EXHIBIT A
 Monthly Report of Concessionaire's Total Gross Sales
 (Due by the 20th of each month)

Park: _____ Date: _____

Concessionaire Name: _____

Period Covered: From _____ To _____

Gross Sales

Sale Location(s): _____ \$ _____

If there are multiple point of sale locations, please include the total sales for all locations on this line; and, list the name and total sales of each location on an attached second sheet.

Total Taxes Collected: - \$ _____

Total Funds from Concessionaire Employee Food Consumption: - \$ _____

Total Customer Refunds: # of Refunds: _____ - \$ _____

Total Gross Sales = \$ _____

Monthly Compensation

Monthly Commission (____ % rate x Total Gross Sales) \$ _____

Monthly Utility Fee(s) to Park + \$ _____

Pass through fees (entrance fees, pavilion rentals, etc.) + \$ _____

Other Payments (*identify*) _____ + \$ _____

Total Monthly Compensation Due: = \$ _____

CERTIFICATION: I certify that this monthly gross sales statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the records available for review/audit by the Department.

 Signature of Concessionaire Date

 Signature of Preparer Date

Preparer Name _____

Return this form to the Department's Agreement Manager.

EXHIBIT B
Monthly Tabulation and Report of Attendance
(Due by the 20th of each month)

Concessionaire Name:		Boat Name:		Month:	Year:
Date	Tour Times	Number of Passengers		Comments	
		6 & Under	Adults		
1	1 st				
	2 nd				
	3 rd				
	4 th				
	5 th				
2	1 st				
	2 nd				
	3 rd				
	4 th				
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28	1 st			
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29	1 st			
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	5 th			
30	1 st			
	2 nd			
	3 rd			
	4 th			
	5 th			
31	1 st			
	2 nd			
	3 rd			
	4 th			
	5 th			

Total Attendance
for Month

Totals

	=	=	
(Total number of Adult passengers)	Park Entrance Fee		Total Fees
		+	
Total Gross Sales (of the Services)	Commission Rate		Commission Due
		-	
			Sales Tax
			TOTAL DUE

CERTIFICATION: I certify that this sales statement is true and correct and is based upon actual gross receipts and trips for the period covered and recorded in the accounting records available for review/audit by the Department.

Signature of Concessionaire

Date

Signature of Preparer

Date

Preparer Name

Return this form to the Department's Agreement Manager.

EXHIBIT C

STATE USE TAX EXEMPT CERTIFICATION

Re: Commercial Use Agreement between

Hillsborough River State Park and
(Insert name of Park)

NSPC Hillsborough River LLC
(Insert name of Concessionaire per Agreement)

I, _____ as the Park Manager, attest that the above-named Concessionaire is Exempt from paying state use tax to the Department on commission fees based on the following.

_____ The Concessionaire has provided a valid Florida Tax Exemption Certificate. A copy has been retained by the Department and a copy is attached herein.

The Concessionaire sells food and beverage, through a means **other than a vending machine**, and is therefore exempt from paying state use tax on commission fees paid to the Department.

_____ Other (explain and provide proof of exemption):

_____ None of the above exemptions apply, therefore the commission fees paid to the Department are subject to state use tax.

Park Manager's Signature

Date

Concessionaire's Agreement Manager's Signature

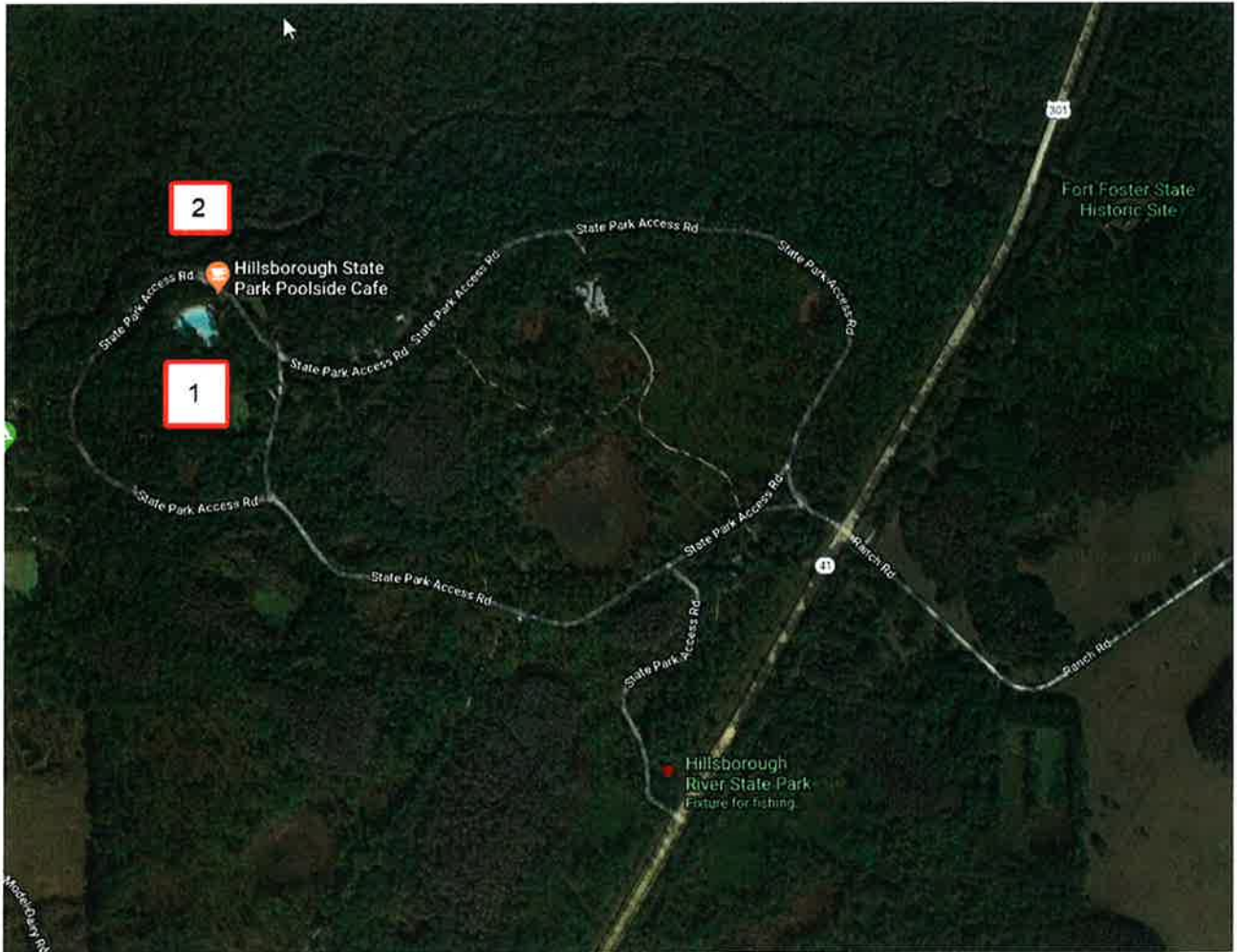
8/6/2018

Date

Return this form to the Park Manager.

EXHIBIT D

Park Map



Use Area:

1. Pool Side Café (Building #60), Pool and Deck, Storage Facility (building #27), and
2. Canoe Launch Area