

AGREEMENT OF OCCUPANCY

This Agreement of Occupancy (“Agreement”) is made and entered into between the Department of Environmental Protection, Division of Recreation and Parks (“Department”) and Flovibez Adventure Tours, LLC (“Concessionaire”) organized as a Limited Liability Company.

WHEREAS, Concessionaire is providing visitor services within the boundaries of Hillsborough River State Park (the “Park”) pursuant to a Commercial Use Agreement (CU-0521) dated February 1, 2022.

WHEREAS, Section 8 of the Commercial Use Agreement contemplates that the Department will offer a site within the Park for the Concessionaire’s installation of a recreational vehicle where Concessionaire’s authorized employee may reside.

WHEREAS, the parties expect the residency of Concessionaire’s employee within the Park to assure greater security of the State’s real and personal property and facilitate Concessionaire’s delivery of visitor services to the Park.

NOW THEREFORE, this Agreement is awarded to provide for such benefits and services subject to the following terms and conditions:

1. A site, designated by the Park Manager, in the parks “Volunteer Village ”(the “Site”) is provided to the Concessionaire subject to all provisions and restrictions noted in the Florida Park Service Housing Policy contained in Chapter 1.5, Operations Manual of the Department, and Residence on Park Property by the Concessionaire, Chapter 5.2, Operations Manual of the Department, which will be provided by the Park Manager to the Concessionaire, and the same are incorporated in this Agreement as if fully set forth herein.
2. Concessionaire will be solely responsible to pay all costs associated with Site preparations, improvement, and recreational vehicle set-up. Concessionaire will present copies of all necessary permits and proof of insurance to the Park Manager prior to initiating any Site preparation.
3. The size of the recreational vehicle will be pre-approved, in writing, by the Department.
4. Concessionaire will pay the Department the sum of \$ 100.00 per month, and will deliver such sum on, or prior to, the 20th of each month as payment in advance for the ensuing month. Payment for the first and last months of occupancy will be prorated for the actual number of days the Site is occupied, if applicable.
5. Concessionaire will pay all utility fees associated with the occupancy of the recreational vehicle and the Site, including but not limited to: telephone, electric, water and sewer, wastewater service, garbage collection, account deposits, and hook-up charges, that may be assessed in connection with Concessionaire’s installation of improvements and occupancy of the Site.

6. No more than two running vehicles are permitted to be parked or maintained at the Site. No non-running vehicles will be stored at the Site.
7. The Department will pre-approve, in writing, the occupants authorized to reside on the Site. The Concessionaire will submit a request to the Department, in writing, containing the name(s) of the proposed Site occupant(s), the occupants' relationship to the Concessionaire's operation, and the occupants' phone number(s). Any changes in Site occupants must be pre-approved, in writing, by the Department. The Department reserves the right to determine any residency restrictions, such as number and age of occupants.
8. The Concessionaire assumes all risk and will pay all costs associated with the occupancy of the recreational vehicle and the Site under this Agreement. Concessionaire will obtain hazard insurance insuring the recreational vehicle and its contents from loss, and include its operations at the Site within the general liability coverage required under the Commercial Use Agreement. Such insurance policies will name the Florida Department of Environmental Protection and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as Additional Insured. Insurance policy certificates will be submitted by the Concessionaire to the Park Manager and will list the Park Manager as the insurance policy Certificate Holder. Evidence of all policy renewals will be provided to the Park Manager at the time of every renewal of such policy. Concessionaire will provide copies of the issued policies to the Department upon the Department's request. Concessionaire's certificate of insurance will contain a provision that the insurance will not be canceled for any reason except after thirty (30) days prior written notice to the Department, except for nonpayment of insurance premium, which will be handled in accordance with Florida law.
9. Neither the recreational vehicle nor the Site may be occupied by Concessionaire unless or until Concessionaire satisfies the following:
 - a. delivery of the executed Commercial Use Agreement (CU-0521);
 - b. delivery of the required information on the Site occupant(s), with the Department's written approval thereof; and
 - c. delivery of all required proofs of insurance under this Agreement and the Commercial Use Agreement (CU-0521).
10. All notices and written communication between the Department and Concessionaire shall be sent by electronic mail, U.S. Mail, a courier delivery service or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by the recipient. Any and all notices required by this Agreement shall be in writing and shall be delivered to the parties at the following addresses:

Concessionaire
Jorge Mendieta
632 NW 1st Street, Apt. 526
Hallandale, FL 33009
jorge@flovibez.com

Department
Kyle Easley, Park Manager
Hillsborough River State Park

15402 US 301 N.
Thonotosassa, FL 33592
Kyle.Easley@dep.state.fl.us

With a copy to:
Chief, Bureau of Operational Services
3900 Commonwealth Boulevard, MS 535
Tallahassee, Florida 32399-3000
FPS.Concessions@DEP.State.FL.US

11. Concessionaire hereby waives all claims for loss or damage resulting from fire, water, tornado, hurricane, freezes, or other severe storms, civil commotion, riot, criminal activity, loss or spoilage; and the Concessionaire hereby waives all rights, claims, and demands and forever releases and discharges the Department and its officers and agents from all demands, claims, actions, and causes of action arising from any of the aforesaid causes.
12. Concessionaire will be solely responsible and answerable in damages for accidents or injuries to persons or property, whether direct or indirect, arising out of its operations, occupancy of the Site, or arising by virtue of the carelessness, negligence, or improper conduct of the Concessionaire and/or its employee(s). Concessionaire hereby saves, holds harmless, and agrees to indemnify the State of Florida, the Department, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and their respective officers, employees, and agents against any and all liability, claims, judgments, actions or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for 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 resulting from any act, or failure to act, by the Concessionaire or its employees, agents, or representatives. The Concessionaire will notify the Park Manager within five (5) days of all legal actions or any claim filed against the Concessionaire related to this Agreement, the Park, or that may adversely affect or reflect on the Department.
13. The Park Manager or designee is authorized to inspect the Site and exterior of the recreational vehicle at any time and make requests for reasonable improvements. The inspection may be completed, at a minimum, semi-annually.
14. This Agreement may be cancelled by either party, with or without cause, by giving 90 days written notice to the other party. Said notice will be sufficient if delivered by electronic mail, U.S. Mail, a courier delivery service or delivered in person. Notwithstanding the foregoing or anything which may be construed to the contrary, it is the intent of the parties that this Agreement is and will be coterminous with DEP Commercial Use Agreement (CU-0521). As such, this Agreement automatically terminates upon expiration or termination of the Commercial Use Agreement.
15. Neither the Department nor any of its agents, representatives or employees will be obligated to purchase any of the Concessionaire's equipment or facilities at the Site, upon the expiration or termination of this Agreement. Upon expiration or termination of this Agreement, the Concessionaire will remove any assets of Concessionaire that are not fixtures of state property, such as by way of illustration, Concessionaire's personal property, equipment and vehicles, trash, rubbish, or any other unsightly or offensive materials brought upon the Site or created by the Concessionaire's use of the Site. Concessionaire will restore the Site to its pre-Agreement condition. The Park Manager may elect not to require the Concessionaire to remove assets that are not fixtures of state property, and all such assets not removed by the Concessionaire will become the property of the Department. The Park Manager will give written notice of any such election, prior to the end of the timeframe for removal. Continued occupancy of the Site after expiration or termination of the privilege granted under this

Agreement will constitute trespass by the Concessionaire and may be prosecuted as such. In addition, the Concessionaire will pay to the Department \$100.00 per day as liquidated damages, but not as a penalty, for such trespass and holding over.

16. The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") holds fee title to the Park included in this Agreement, and the Department holds the lease from the Board of Trustees. The Concessionaire will not do nor permit anything to be done which creates, or purports to create, a lien or encumbrance of any nature against the Site or any interest of the Board of Trustees or the Department, including, but not limited to, mortgages, security interests, commercial code fixture filings, or construction liens.
17. This is a non-exclusive and limited right and is the grant of a privilege only. This Agreement does not include nor create a title interest in real property and is not intended to be a lease or other instrument subject to the Landlord Tenant Act of the State of Florida. In addition, this Agreement is not intended to nor will it be construed as granting any rights, privileges, or interest in any third party.
18. The terms and conditions herein constitute the entire agreement of the parties with respect to the use and occupancy of the Site. Any revisions, additions, or waivers of provisions herein will be valid only when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.
19. Any legal action hereon or in connection herewith will be brought in the state court in Leon County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

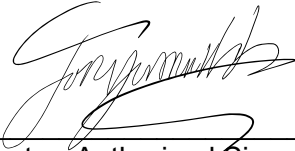
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year last written below.

CONCESSIONAIRE:

FLOVIBEZ ADVENTURE TOURS, LLC

DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:  _____
President or Authorized Signatory

By: _____
Secretary's Signature or Designee

Print Name: Jorge Mendieta

Print Name: _____

Print Title: Chief Operating Officer

Print Title: _____

Date: 1/17/22

Date: _____