
Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Painsiris Enterprises, LLC, DBA No-H2O Auto Detailing – Vero Beach (hereinafter called VENDOR). OWNER and VENDOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

VENDOR shall provide the following services:

Provide Mobile Car Detailing services to patrons at Sandridge Golf Club, during its normal hours of operation. With the following objectives and requirements:

- Customers should be able to pre-book online, or directly through the vendor
- Vendor completes the transaction with the customer and is responsible for collecting all fees, as detailed in Exhibit 1.
- Vendor provides 15% of sales to Sandridge Golf Club
- Vendor must provide a weekly log, listing work completed and fees collected, along with payment to Sandridge for 15% of those fees.
- Vendor will only work in the space identified by Sandridge.
- Vendor must provide everything necessary (including water, if used) to provide services
- Work area must be clean and clear at the end of each day (no equipment or debris left behind)
- Absolutely no pollutants, chemicals, or agents may be allowed to drain into catch basins
- The following minimum insurance requirements will need to be met:
 - o Commercial General Liability, minimum \$500,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors. Indian River County must be named as additional insured.
 - o Business Auto Liability, minimum \$500,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, hired, and non-owned autos. If a vendor is using a personal vehicle, the minimum acceptable limits for personal auto liability is \$100,000 per occurrence. Garage Keepers liability also accepted but not required.
 - o Workers' Compensation Insurance in accordance with Florida Statutes, including Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee); Or "Certificate of Election to be Exempt" issued by the State of Florida Department of Financial Services Division of Workers' Compensation Or notarized statement of exemption that can be requested from the Purchasing Division.
- Vendor must maintain all necessary licenses and permits to operate in Indian River County.
- Vendor must be actively registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Sole proprietorships are exempt from this requirement.
- Music or noise disruptive to golfing patrons is prohibited

ARTICLE 3 - CONTRACT TERM

This agreement will be effective for one year, with two one-year renewals available.

ARTICLE 4 - INDEMNIFICATION

VENDOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the VENDOR and persons employed or utilized by the VENDOR in the performance of the Work.

ARTICLE 5 - MISCELLANEOUS

5.01 No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

5.02 OWNER and VENDOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

5.03 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.04 This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Article 6: - TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by VENDOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
- (1) if in the OWNER's opinion VENDOR is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if VENDOR assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if VENDOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for VENDOR or for any of his property.

- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify VENDOR in writing of the grounds for termination and provide VENDOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the VENDOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying VENDOR in writing. Upon receiving such notification, VENDOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize VENDOR to restore any work sites.
- D. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate VENDOR's services and work for OWNER's convenience. Upon receipt of notice of such termination VENDOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract.

VENDOR shall not be entitled to any claim for compensation or damages against the County in the event of such termination.

- E. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: VENDOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. OWNER may terminate this Contract if VENDOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and VENDOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and VENDOR. All portions of the Contract Documents have been signed or identified by OWNER and VENDOR or on their behalf.

This Agreement will be effective on _____, 20__ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

INDIAN RIVER COUNTY _____

By: _____
Joseph H. Earman, Chairman

By: _____
Michael C. Zito, Interim County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

Designated Representative:
Name: Bela Nagy, Director of Golf
5200 73rd Street, Vero Beach, FL 32967
(772) 770-5000
bnagy@ircgov.com

VENDOR:

By: _____
(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Exhibit 1 to the Agreement – Rate Schedule

- **Car/Sedan**

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- Sandridge: Premium Hand Wash and Polish (Car/Sedan) (30 minutes @ \$59.00)
 - Sandridge: Bronze Wash and Detail (Car/Sedan) (45 minutes @ \$89.00)
 - Sandridge: Silver Wash and Detail (Car/Sedan) (1 hour 15 minutes @ \$129.00)
 - Sandridge: Gold Wash and Detail (Car/Sedan) (2 hours @ \$199.00)
 - Sandridge: Platinum Hand Wash and Polish (Car/Sedan) (4 hours @ \$429.00)
 - Sandridge: Interior Only Detail (Car/Sedan) (1 hour @ \$99.00)

- **SUV (Mid-size SUVs & Mini Vans)**

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- Sandridge: Premium Hand Wash and Polish (Mid-size SUVs & Mini Vans) (35 minutes @ \$69.00)
 - Sandridge: Bronze Wash and Detail (Mid-size SUVs & Mini Vans) (1 hour @ \$109.00)
 - Sandridge: Silver Wash and Detail (Mid-size SUVs & Mini Vans) (1 hour 30 minutes @ \$149.00)
 - Sandridge: Gold Wash and Detail (Mid-size SUVs & Mini Vans) (2 hours 25 minutes @ \$239.00)
 - Sandridge: Platinum Hand Wash and Polish (Mid-size SUVs & Mini Vans) (4 hours 40 minutes @ \$479.00)
 - Sandridge: Interior Only Detail (Mid-size SUVs & Mini Vans) (1 hour 5 minutes @ \$109.00)

- **XL SUV (Full-size Trucks and 3-Row SUVs)**

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- Sandridge: Premium Hand Wash and Polish (Full-size Trucks and 3-Row SUVs) (40 minutes @ \$79.00)
 - Sandridge: Bronze Wash and Detail (Full-size Trucks and 3-Row SUVs) (1 hour 10 minutes @ \$129.00)
 - Sandridge: Silver Wash and Detail (Full-size Trucks and 3-Row SUVs) (1 hour 40 minutes @ \$169.00)
 - Sandridge: Gold Wash and Detail (Full-size Trucks and 3-Row SUVs) (2 hours 40 minutes @ \$269.00)
 - Sandridge: Platinum Hand Wash and Polish (Full-size Trucks and 3-Row SUVs) (5 hours 10 minutes @ \$529.00)
 - Sandridge: Interior Only Detail (Full-size Trucks and 3-Row SUVs) (1 hour 10 minutes @ \$119.00)
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