

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of May, 2002, by and between the CITY OF NAPLES, hereinafter referred to as "City," and **MICHAEL PAGLICCIA** d/b/a the SUNSET PEDICAB COMPANY, a sole proprietorship, hereinafter referred to as "Grantee;"

NOW THEREFORE WITNESSETH: That for and in consideration of the benefits to be derived by the City of Naples and its inhabitants from the operation of a pedicab along the streets within the City limits of Naples and of the mutual covenants herein contained, the parties hereto agree as follows:

1. The City hereby grants the Grantee the non-exclusive right and privilege to operate a maximum of three (3) pedicabs over, across and along the streets, avenues and bike paths of the City and into and from suburban communities and territories adjacent to the City, for the purpose of conveying passengers for hire. A pedicab consists of a bicycle with an attached carriage to transport persons.
2. By virtue of this Agreement, Grantee is required to operate pedicabs in a safe and efficient manner conducive to the utmost protection of the public at all times, to obtain all required permits and licenses and to observe all traffic regulations and City, County, State and Federal laws applicable to the operation thereof.
3. Grantee shall not assign any rights or obligations under this Agreement without prior written approval of the City Council.
4. Hours of operation are from 12 noon to 1:00 a.m., daily. Grantee agrees that pedicabs will pick up and discharge passengers so as not to interfere with traffic patterns or to cause any unreasonable delay to pedestrians or other vehicles alike. All operation of the pedicabs shall be limited to the commercial areas of old Naples, including 5th Avenue South, the 3rd Street Shopping District, Tin City, Crayton Cove and the City Dock, and the Naples Fishing Pier, with pedicabs to avoid residential side streets when traveling between above-mentioned areas of the City. Pedicab operation is prohibited on US 41.
5. Pedicabs may have one exterior sign limited to four (4) square feet identifying the firm name and local phone number clearly visible to the public. Pedicabs shall be equipped with lights in the front and rear. Lights shall be on one-half (1/2) hour before dusk. Pedicabs are to be equipped with a cellular phone.
6. Grantee may stop on private property so long as Grantee secures and submits to the City Manager copies of letters from private property owners who grant permission to stop on their property to pick up and/or discharge passengers.
7. No alcoholic beverages may be sold or consumed on pedicabs within City limits. No amplified music is permitted.
8. Grantee shall ensure that said vehicles are properly maintained, repaired and equipped and shall make said vehicle available at reasonable times for inspection by representatives of the City to determine that such repair and maintenance has been performed.
9. The City Council reserves the right to terminate and/or cancel this Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee violates any provision of this Agreement or any determination of the City Council made pursuant thereto, or in the

event that the City Council determined that it is in the best interest of the City to do so. Should the City determine to exercise its right to terminate this Agreement, it shall so notify Grantee in writing ten (10) business days prior to such. Grantee shall be provided with notification of any proposed action by City Council to terminate this agreement.

10. City shall be entitled to recover from the Grantee the reasonable legal costs and attorney fees incurred by the City in connection with enforcement of any covenant, term, or condition of this Agreement.
11. Grantee agrees to save harmless, indemnify and defend city and its agents, officers and employees from any and all claims, losses, penalties, demands judgments, and costs of suit, including attorney's fees and paralegal's fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the operation of the Grantee's pedicab. The Grantee's obligation under this provision shall not be limited in any way by the Grantee's limit of, or lack of, sufficient insurance protection.

Grantee shall provide for liability and property damage insurance to be carried to the minimum amount of \$1,000,000 and \$50,000, respectively, covering the use of the Grantee's pedicabs and providing protection against any and all claims for personal injury or death of any person and property damage which may arise out of, or in connection with, the operation of the Grantee's pedicabs. The City of Naples shall be named as additionally insured on the insurance policy and certificate of insurance. Grantee shall furnish a copy of the certificate of insurance reflecting said coverage to the City Manager prior to the adoption of this Franchise Agreement and annually thereafter. The certificate of insurance and required insurance policy shall contain provisions requiring that thirty (30) days prior written notice by registered or certified mail shall be given to the City of any cancellation, intent not to renew, or reduction in the policy's coverages.

12. This Agreement shall be in force and effect until May 31, 2003 unless the City decides to exercise its right under Section 11 above. At the end of the term of Agreement, the Grantee may petition the City to extend this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this instrument the day and year first above written:

ATTEST:

CITY OF NAPLES

Tara Norman, City Clerk

Bonnie R. MacKenzie, Mayor

Approved as to form and legality:

Robert D. Pritt, City Attorney

WITNESS

SUNSET PEDICAB

Michael Pagliccia, Owner

