

**HORSE-DRAWN CARRIAGE FRANCHISE AGREEMENT**

**EXHIBIT B**

**PALM CITY CARRIAGE TOURS, LLC APPLICATION  
FRANCHISE AGREEMENT**

October 2015

## **FRANCHISE AGREEMENT**

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of October, 2015, by and between the CITY OF NAPLES, hereinafter referred to as "City", and Palm City Carriages Tours, LLC, a Florida Corporation, 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 horse and carriages along certain 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 to the Grantee certain rights and privileges to operate one horse drawn carriage over, across, and along the streets and avenues of the City described in Franchise Agreement Exhibit "A", attached hereto and incorporated herein, to accommodate the general public and tourists in the area. Grantee can apply to the City Manager for permission to operate horse drawn carriage outside of the permitted and designated routes for special occasions such as weddings. Grantee shall notify the City Manager of such events a minimum of forty-eight (48) hours prior to the event.
2. By virtue of this franchise, Grantee is required to operate the carriages in a safe and efficient manner conducive to the utmost protection of the public, to observe all traffic regulations, as well as City, state, and federal laws pertaining to the operation of the carriages.
3. 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 horse drawn carriages. 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.
4. Grantee shall provide for liability and property damage insurance to be carried to the minimum amount of \$2,000,000 (aggregate) and \$100,000, respectively, covering the use of the Grantee's horse drawn carriages 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 horse drawn carriages. 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 coverage's.

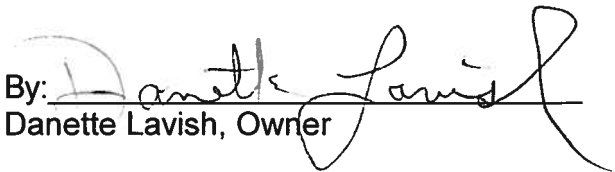
5. Grantee shall not install carriage signs on any City right-of-way. Signage size and colors will first require City Manager's approval. Signage shall be submitted to the City for installation. Grantee shall be responsible for any missing sign. Company name shall be included on all signs.
6. Grantee shall not assign any rights or obligation without City Manager's prior approval which approval is at the City's sole discretion.
7. During the operating hours set forth below, the horse drawn carriages will stop only for traffic signals and controls and at designated horse drawn carriage stops with the exception of special events, such as weddings. The authorized horse drawn carriage stops are set forth in Franchise Agreement Exhibit "A" attached hereto and incorporated herein.
8. Grantee agrees to operate the carriages only over routes approved by the City Manager's office. Said routes may be revised by mutual consent of both parties in writing. The Carriages are prohibited from using residential side roads and shall not over-crowd commercial locations and traffic areas. The City reserves the right to modify the proposed routes and/or schedules to address traffic concerns in the best interest of the public. Deviation from such routes or schedules may result in suspension or termination of this Agreement. The daily hours of operation on the street and avenues on the approved route shall be between 2:00 p.m. and 10:00 p.m. daily, local time. The minimum weekly service in season shall be Friday and Saturday subject to notice and approvals of the City.
9. The horse drawn carriage shall be permitted to load and unload only at the designated areas set forth in Franchise Agreement Exhibit "A" and during the scheduled hours of operation set forth in Section 8. No other operation of the horse drawn carriages is authorized other than special events approved by the City Manager pursuant to Section 1 of this Agreement.
10. No advertisements will be posted on the carriage. The carriage will have company name and phone number clearly visible to public.
11. Should the carriages stop on private property to load or unload passengers, letters from private property owners granting permission to stop on their property shall be submitted to the City Manager's office.
12. All employees of the Carriage Company will be completely drug free.
13. No alcohol of any kind shall be permitted on the carriage. No live music or loud speakers will be permitted on the carriage.
14. The carriage shall be properly maintained and available to be inspected at any time as the City deems necessary. A "diaper" device to collect droppings is required.

The grantee is responsible for the proper care of the animal.

15. The City reserves the right to terminate this Franchise Agreement and all rights and privileges of the Grantee in the event Grantee violates any provision of this franchise or determination by City Council made pursuant thereto or in the event that City Council determines it is in the best interest of the City to do so. Should the City decide to terminate this Franchise Agreement, it shall notify Grantee in writing ten (10) days prior to such termination.
16. Grantee shall obtain a right-of-way permit pursuant to Ordinance No. 08-12285 prior to the start of any service.
17. This Agreement shall be effective for one (1) year from the date of approval and may be renewed for two one-year extensions with written approval of the parties.
18. The annual franchise fee is \$1000.00, payable annually on or before the anniversary date of franchise agreement approval by City Council.


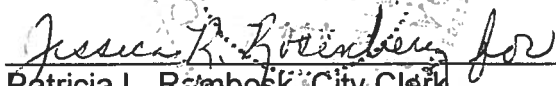
**Palm City Carriage Tours, LLC**

  
WITNESS

By:   
Danette Lavish, Owner

  
WITNESS

ATTEST:

  
  
Patricia L. Rambosk, City Clerk

**City of Naples**

By:   
A. William Moss, City Manager

Approved as to form  
and legality:

  
Robert D. Pritt, City Attorney

## FRANCHISE AGREEMENT EXHIBIT "A"

Horse drawn carriages may operate over, across, and along the streets in the below described area subject to all restrictions of this franchise agreement and advance approval of the City:

Bounded on the North by Broad Avenue South;

Bounded on the South by 14<sup>th</sup> Avenue South;

Bounded on the West by Gulf Shore Boulevard and 12<sup>th</sup> Avenue South Beach End;

Bounded on the East by the Gordon River and Naples Bay.

Grantee agrees to operate the carriages only over routes approved by the City Manager's office. The currently approved routes are reflected on the attached 'ROUTE MAP'. Said routes may be revised by mutual consent of both parties in writing. The Carriages are prohibited from using residential side roads and shall not over-crowd commercial locations and traffic areas. The City reserves the right to modify the proposed routes or schedules to address traffic concerns in the best interest of the public. Deviation from such routes or schedules may result in suspension or termination of this Agreement. The hours of operation on the street and avenues on the approved route shall be between 2:00 p.m. and 10:00 p.m. daily, local time.

Horse drawn carriages will stop only for traffic signals and controls and at designated horse drawn carriage stops with the exception of special events, such as weddings. Potential horse drawn carriage stops are outlined below and shall be subject of advance approval by the City:

1. Naples City Dock.
2. Naples Pier\*.
3. Corner of Third Street South and Fourteenth Avenue South\*.
4. Corner of Gulfshore Boulevard and Twelfth Avenue South\*.
5. Third Street South at Twelfth Avenue South.
6. Other locations and routes as may be approved by the City.

\* As may be applicable to the route and stop location, stops may require advance approval of property owner and/or City. Stops are for temporary drop-off, pick-up of passengers and/or staging to provide service.



## **RIGHT-OF-WAY PERMIT #2015-5302**

### **SPECIAL CONDITIONS FOR THE OPERATION OF A HORSE DRAWN CARRIAGE ON PUBLIC RIGHT-OF-WAY IN THE COMMERCIAL AREAS OF DOWNTOWN**

**SUBJECT:** The following are special conditions for approval of the above referenced permit application to operate horse-drawn carriages in the commercial areas of downtown. These special conditions are in addition to the standard permit conditions:

1. All activities shall comply with City Ordinance 08-12285, the Naples Code of Ordinances and the franchise agreement approved by City Council.
2. The proposed weekly service period shall be as set forth in the franchise agreement.
3. The proposed hours of operation are as set forth in the franchise agreement.
4. Carriage signage shall be limited to carriage operation and subject of City approval. The City Manager or his designee is authorized to make changes to signage.
5. The City Manager retains the right to revoke or suspend the operation on City streets upon finding that the provisions set forth in the franchise agreement and/or this permit and/or in applicable Code requirements are not being met.
6. Carriage operations within the right-of-way shall be restricted to conditions herein and as set forth in the franchise agreement.
7. The carriage operations shall be at risk for daily housekeeping pursuant to the franchise agreement. Should such daily housekeeping not be performed and clean-up/restoration of the public right-of-way is necessary by the City, the permittee shall be at risk for such cost with the City reserving lien rights as set forth in Ordinance 08-12285.
8. This approval is for temporary use of a portion of designated public right-of-way and is subject to reconsideration by the City in accordance with permit conditions. The City, at its sole discretion, may ask for operating information as a condition of review and analysis of carriage operations.
9. The permittee by acceptance of this permit recognizes the City may have valet and/or trolley service in the immediate area. Should conflicts occur with such public services, the operation of trolley service and valet service shall take precedence over any herein approved carriage services. If a conflict occurs between these operations, the permittee is expected to modify its operations so as to be compatible with such public service operations.
10. This approval shall not supersede any Naples Code requirement (s) and the permittee shall comply with all applicable Code requirements.
11. The City of Naples shall be relieved of all responsibility from damage or liability of damage of any nature arising from public street use as authorized under this permit and any operations therein.

12. All property disturbed by use of the public right-of-way by permittee shall be restored better than or equal to its original condition and to the satisfaction of the City.
13. Whenever necessary for the construction, repair, maintenance, improvement, alteration or relocation of facilities within the public right-of-way or for other reasons related to public access, public use, public safety, the City retains authority to revoke this approval, modify the conditions and/or require immediate cease and desist of activities. Any such action by the City pursuant to an issue to cease and desist shall be at no risk nor liability of the City and at risk and liability of the permittee. The minimum notice of the requirement for non-emergency changes in service is 5 days; for emergency action, the City reserves the right to remove/relocate/modify the carriage service without notice.