

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
BOUCHER BROTHERS HOLLYWOOD BEACH, LLC.
FOR
BEACH EQUIPMENT CONCESSION SERVICES**

This Agreement made and entered into this _____ day of _____, 2026, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and BOUCHER BROTHERS HOLLYWOOD BEACH, LLC, (hereinafter "Contractor").

WHEREAS, City issued Request for Proposal No. 334-25-GJ (hereinafter the "RFP") for the operation of beach equipment concession services on Hollywood Beach; and

WHEREAS, Contractor submitted a proposal in response to the RFP;

WHEREAS, on _____ the City Commission, via resolution R-2026-_____, authorized the execution of this Agreement between the parties; and

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, the proposal submitted by Contractor, and the Purchase Order (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II
RESIDENT DISCOUNTS**

The parties have agreed that as part of the Beach Equipment Concession Services, Contractor shall provide resident discounts as follows:

- A. An exclusive twenty-five (25%) percent discount off the standard rental rates on all of the beach equipment Contractor rents, as well as on jet ski rentals to adult residents who register in advance as set forth below in subsection (3);
- B. A once Weekly Senior Discount Day, during which all verified, registered senior residents 65 and older will receive a thirty-five (35%) percent discount on all of the beach equipment Contractor rents but not jet skis, (said discount may not be combined with any discount set forth in subsection (1) hereto);

C. Each Hollywood household may receive a nontransferable adult membership(s) that will be valid for one year from the date of approval. Qualified adult residents will receive a digital pass with a QR code that can be placed in digital wallets or obtained via email in printable format. Residents must present the QR code for verification at check-in and those seeking the Senior Discount must present a valid State of Florida photo ID showing a Hollywood address to access the Weekly Senior Discount Day. To enroll, a resident will need to visit bouchermembership.com and provide the following:

- (1) A valid State of Florida photo ID showing a Hollywood address; and
- (2) One additional proof of residence dated within the previous 30-day period (utility bill, vehicle insurance statement, mobile phone bill).

ARTICLE III INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP. Nothing in this Agreement or under the RFP shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE IV REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE V SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this

Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE VI
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VII
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Ricky Engle, Director
Parks, Recreation & Cultural Arts
City of Hollywood
2600 Hollywood Boulevard
Suite 315
Hollywood, Florida 33020

with a copy to:

Damaris Henlon, City Attorney
City of Hollywood
2600 Hollywood Boulevard
Suite 407
Hollywood, Florida 33020

and if sent to Contractor, such notices shall be mailed to:

Perry Boucher
Boucher Brothers Hollywood Beach LLC
1451 Ocean Drive
Suite 205
Miami Beach, Florida 33139

With copy to:

Aaron Tandy, Esq.
Boucher Brothers Hollywood Beach, LLC
1451 Ocean Drive
Suite 205
Miami Beach, Florida 33139

ARTICLE VIII TERMINATION

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

- A. Stop work on the date specified in the notice ("the Effective Termination Date");
- B. Take such action as may be necessary for the protection and preservation of the City's materials and property;
- C. Cancel orders;
- D. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
- E. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

- A. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and

B. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

ARTICLE VIII
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

ATTEST:

By: _____
George Keller, Jr. CPPT City Manager

Patricia A. Cerny, MMC
City Clerk

DEPARTMENT OF FINANCIAL
SERVICES

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Stephanie Tinsley, Director

Damaris Henlon,
City Attorney

Boucher Brothers Hollywood Beach LLC, a
Florida corporation

By: _____
Signature

Name typed, printed or stamped

Title: _____