

**MASTER SERVICES AGREEMENT
FORT PIERCE REDEVELOPMENT AGENCY**

This Master Services Agreement (“Agreement”) is made and entered into on this ____ day of ____, 2022, by and between BEEFREE, LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 2312 North Miami Avenue, Miami, Florida 33127 (“BEEFREE”), and the FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the City of Fort Pierce, a municipal agency of the State of Florida and having its principal address at 100 N. US Highway 1, Fort Pierce, FL 34950 (“CITY”). This Agreement provides the general terms and conditions applicable to CITY’s retention of services from BEEFREE.

In consideration of the promises and covenants contained in this Agreement, and for good and valuable consideration, BEEFREE and CITY (collectively, the “Parties”), intending to be legally bound, hereby agree as follows:

1. Scope of Services. This Agreement shall serve as a master agreement between the Parties, which sets forth the basic terms that shall apply to the respective rights and obligations of the Parties during the term of this Agreement. Specific services and rates for such services shall be set forth in a separate Rates and Services Addendum (“Addendum”), which may be agreed to from time to time between the Parties, and which shall require execution by each party hereto in order to be effective and binding. Each Addendum shall reference this Agreement and shall be governed by the terms and conditions herein. In the event of a conflict between any Addendum and this Agreement, the terms and conditions of this Agreement shall control, unless the Addendum expressly states that the terms and conditions of the Addendum shall control. Specific terms in an Addendum shall not affect any other Addendum under this Agreement without the express written agreement of the Parties.

2. Description of Services. BEEFREE provides mobile application-based transportation services for the benefit of the public and BEEFREE’s clients/partners via BEEFREE’s 100% electric and customized vehicles known as “Freebees.” As BEEFREE’s services are specifically tailored for each of its clients/partners, the specific nature of the services that will be provided to CITY hereunder will be specified in the Addendum(s) hereto.

3. Compensation and Payment. The rates for services will be based on the type and number of services requested by CITY, and will be specified in the Addendum(s) hereto. Unless otherwise stated in the Addendum(s) hereto, CITY shall make payment to BEEFREE on a monthly basis, on or before the first calendar day of each month. Any payments not received within fourteen (14) calendar days of the payment due date shall bear interest at the maximum statutory rate until paid. Whenever feasible, BEEFREE will electronically invoice CITY fourteen (14) days prior to payment due date, however, any failure to invoice or delay of an invoice shall not excuse CITY from timely payment requirements, and shall not act as a waiver of the imposition of any interest accrued for late payment. Any and all disputes related to an invoice issued by BEEFREE must be made by CITY, in writing, within ten (10) calendar days of the payment due date for the invoice. Failure to dispute an invoice within such period shall serve as a complete, final, and total waiver of any dispute as to the performance of services on the part of BEEFREE for the prior billing cycle.

4. Term and Period of Performance. This Agreement shall commence immediately upon execution of the first Addendum hereto, and, unless terminated earlier pursuant to Section 5 below or by mutual written agreement between the Parties, shall continue in full force and effect thereafter until satisfactory completion of the services provided for in this Agreement and all Addendums hereto is achieved.

5. Termination. This Agreement, along with any Addendums hereto, may be unilaterally terminated in any of the following manners:

(a) Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or its Addendums, then that party may provide notice to the other party describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement, the breaching party shall have fifteen (15) business days after notice of such failure to cure the breach. If the breaching party fails to cure within the specified time, then the non-breaching party may immediately terminate this Agreement for cause by providing notice to the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) if the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing notice to the breaching party.

(b) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

(c) Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then due or payable.

(d) Continuation of Services: BEEFREE will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that CITY provides notice of termination and directs BEEFREE not to perform the services during the notice period, CITY agrees to pay BEEFREE an amount equal to the amount normally due to BEEFREE for the notice period. Upon termination by either party, CITY will pay BEEFREE for all services performed and charges and expenses reasonably incurred by BEEFREE in connection with the services provided under this Agreement and any Addendums through the date of termination.

6. Notice. Any and all notices provided for in this Agreement shall be sent electronically in writing to the following contact persons for each party:

FORT PIERCE REDEVELOPMENT AGENCY:

Attn: Nicholas Mimms

Address: 100 N. US Highway 1, Fort Pierce, FL 34950

Tel: 772-467-3793

Fax/email: nmimms@cityoffortpierce.com

CITY ATTORNEY:

Attn: Tanya Earley

Address: 100 N. US Highway 1, Fort Pierce, FL 34950

Tel: 772-467-3042

Fax/email: tearley@cityoffortpierce.com

BEEFREE:

Attn: Jason Spiegel

Address: 2312 N Miami Avenue, Miami, FL 33127

Tel: 215-370-5699

Fax/email: jason@ridefreebee.com

Each party agrees to appoint responsible contact persons in order to ensure that the relevant contractual obligations are timely performed in accordance with this Agreement. Such contact persons may be changed by the Parties by sending notice thereof to the other party.

7. Force Majeure. BEEFREE shall not be liable to the CITY for non-performance or delay in performance of any of its obligations under this Agreement and any Addendum(s) hereto due to acts of God, war, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, epidemic, hurricane, tropical storm, inclement weather, earthquake or any other similar unforeseen event or act of God (whether or not similar in nature to those specified) which are outside the reasonable control of BEEFREE.

8. Governing Law. This Agreement shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Florida, without reference to any conflicts-of-laws rules or principles that may or would require the application of the law of any other jurisdiction.

9. Venue. The Parties agree that any controversy, disagreement, claim, dispute or other proceeding between them which relates to or arises out of this Agreement, or which is otherwise related in any manner to the relationship between the Parties, shall be subject to the exclusive jurisdiction and venue of the United States District Court for the Southern

District of Florida located in St. Lucie County, Florida, or, in the event that such Federal Court does not have subject matter jurisdiction over such proceeding, in the courts of the State of Florida located in St. Lucie County, Florida. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement and any Addendums hereto.

10. Default. In the event of any lawsuit, litigation, proceeding or action (collectively, "Action") necessitated by a party's default with respect to its obligations under this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the Action, including, but not limited to, reasonable attorneys' fees and costs.

11. Severability. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

12. Indemnification. BEEFREE agrees to indemnify, hold harmless and defend FPRA and the CITY and their respective representatives, officers, employees, agents, elected and appointed officials, from and against all ADA accessibility claims and liability pertaining to the use of BEEFREE's Vehicles and any and all other liability, claims, damages, suits, losses and expenses of any kind (including but not limited to reasonable attorneys' fees and costs, in both trial and appellate matters) associated with or arising out of any negligent or intentionally wrongful act or omission of BEEFREE, owner or managing agents or managing members, its agents or employees or from failure of BEEFREE, its agents or employees, to comply with each and every requirements of the City Code, this Agreement, or with failure of BEEFREE, its agents or employees, to comply with any applicable federal, state or local law, including traffic laws, or any combination of same. It is specifically understood and agreed that this indemnification clause exempts BEEFREE from the above obligations to the extent caused by FPRA or the CITY's own negligent or intentionally wrongful acts or omissions, breaches of this Agreement, or obligations arising from statute or operation of law, including, but not limited to, the duty to maintain the public right of way free from dangerous conditions. These terms shall not be construed to waive or alter any statutory or constitutional sovereign immunity rights, limitations or extend the liability provided to FPRA or the CITY.

13. Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

14. Assignment. This Agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

15. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. This Agreement and all Addendums hereto shall be deemed as if they were drafted by both Parties in a mutual effort.

16. Entire Agreement. This Agreement and the Addendum(s) hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

Attest:

FORT PIERCE REDEVELOPMENT AGENCY

By: _____
Linda W. Cox, City Clerk

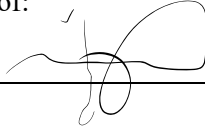
By: _____
Linda Hudson, Chairperson

Reviewed as to Form and Correctness:


By: _____
Tanya M. Earley, City Attorney

Witness:

Signed, sealed and witnessed in the presence of:

By: _____


As to **BEEFREE**:

By: _____

Name: Jason Spiegel
Title: 12/12/22