

**KIOSK AGREEMENT**

This KIOSK AGREEMENT ("Agreement") is entered into effective this May, 2024\_ ("18<sup>th</sup>") by and between SunStop Kiosks LLC, a Louisiana limited liability company ("Company") and City of Ocala ("Client").

**RECITALS**

WHEREAS, Client owns or leases the real properties listed in Exhibit A attached hereto (each, a "Property");

WHEREAS, Client and Company desire to enter into this Agreement setting forth the terms and conditions for Company to place certain kiosk(s) owned by Company (each a "one") at each Property, which Kiosk will supply sunscreen to the visitors of the Property at no charge to such visitors;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Company hereby agree as follows:

**AGREEMENT**

1. **INSTALLATION / KIOSK ONBOARDING:** Each Kiosk shall be placed and installed in a good and workmanlike manner by Company, at Company's sole cost and expense. Client shall provide any information on existing site conditions, including survey documents or as-built construction drawings that document underground utilities, easements or any other relevant information at the site location where dispenser(s) will be installed. As part of the onboarding process as to each Kiosk, Company and Client shall agree upon specifics as to each Kiosk, including without limitation the location of each Kiosk at each Property (the "Location"), the manner of installation, and the prohibited types of advertisements as to such Kiosk. As part of the installation process if Company determines that a concrete pad is necessary to secure a Kiosk at the Location, Company will hire a fully licensed and insured contractor to install an approximate 3ftx3ft foot slab at a mutually spot at the Location.

2. **CLIENT AUTHORITY AND AGREEMENT:** Client represents and warrants that it has the authority to authorize use of space for each Kiosk at a Property. In consideration of Company's substantial investment in equipment and time, and of the mutual promises set out herein, Client hereby grants Company the exclusive right to provide Kiosk services at each Property. Client acknowledges and agrees that no similar sunscreen kiosk services or similar services shall be permitted within five hundred feet of any Location.

3. **SERVICE CONDITIONS:**

a. Equipment: Company shall remain the owner of each Kiosk, shall make all necessary repairs to same, and shall provide all necessary maintenance for same.

b. Removal/Replacement: Company shall have the right to remove any Kiosk installed on a Property under this Agreement and to replace any such Kiosk with a dispenser of similar type, quality, and appearance. Upon the expiration or termination of this Agreement in accordance with the terms hereof, Company shall, at its sole cost and expense, promptly remove each Kiosk from a Property.

c. Maintenance and Servicing: From time to time in accordance with its normal maintenance schedule, Company shall enter each Property in order to clean, inspect, repair, refill and/or otherwise maintain each Kiosk.

d. Sponsorship: Company intends to sell advertising in the form of the exterior wrap of the machine along with digital advertising on the operating screen(s). Company shall have sole control over all proofs to be placed on each Kiosk; provided, that Company shall not permit the advertising of any industries that have been specifically excluded at a Property during the uploading process. City of Ocala ("Client") has the right to approve or reject all advertisements. All advertisement drafts must be approved by City of Ocala ("Client") Project Manager prior to being released.

4. **CLIENT RESPONSIBILITY**: Client shall use commercially reasonable efforts to protect each Kiosk at each Property and prevent any damage thereto. To the extent Client becomes aware of damage to any Kiosk, Client shall use reasonable efforts to notify Company of same.

5. **INSURANCE**: Company shall provide and maintain for the term of this Agreement unless otherwise specified, at its own expense, the following insurance coverages:

(a) Workers' Compensation Insurance in accordance with all applicable state and federal. In states that permit exemptions or rejection of Workers' Compensation insurance, Company may, for purposes of this Agreement, elect not to maintain Workers' Compensation Insurance, but only to the extent Company remains in compliance with applicable state law.

(b) Commercial General Liability Insurance including Contractual Liability Coverage covering liability assumed under this Agreement, and Personal Injury Coverage, with a combined single limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

(c) Upon the request of Client, Company shall provide Client with certificates of insurance evidencing such coverage.

6. **INDEMNITY**:

(a) Company shall release and indemnify Client from and against any and all liability, damage, cost or expense, including, without limitation, reasonable attorneys' fees and expenses, incurred in connection with or arising out of any damage, injury or death occurring in connection with any third party's use of the Kiosk, unless such damage, injury or death resulted from the negligence or willful misconduct of Client. The provisions in this section shall survive the termination or expiration of this Agreement.

(b) Client shall release and indemnify Company from and against any and all liability, damage, cost or expense, including, without limitation, reasonable attorneys' fees and expenses, incurred in connection with or arising out of any damage, injury or death occurring in or around a Property to the extent not related to the use of the Kiosk, unless such damage, injury or death resulted from the negligence or willful misconduct of Company. The provisions in this section shall survive the termination or expiration of this Agreement.

7. **LICENSES, PERMITS AND TAXES**: Company will obtain and pay for all federal, state and local licenses and permits required for the dispenser service operation, as well as collect and pay all federal, state and local sales, use and excise taxes attributable to the dispenser service operation.

8. TERM: The initial term of this Agreement is for 24 months commencing on the installation date of the applicable Kiosk. At the end of the initial term, this Agreement will automatically renew for twelve (12) month terms unless (30) days prior to the expiration of the term, Client or Company give written notice to the other party that it does not wish to renew this Agreement. This Agreement may be terminated as to an applicable Kiosk at any time by Company by reason of unprofitability of the operation of such Kiosk by giving 30 days' notice in writing to Client.

9. RELATIONSHIP OF THE PARTIES: The relationship of Company to Client is only that of a vendor and vendee. Nothing contained in this Agreement shall be construed to create a joint venture, membership, partnership, association, employment relationship or other affiliation between the parties.

10. ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties hereto with respect to the Kiosks. This Agreement shall replace all written or oral statements, representations and warranties that may have been made by or on behalf of either of the parties hereto prior to the Effective Date.

11. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

12. PUBLIC RECORDS. Company shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Company shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Company does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Company or keep and maintain public records required by the public agency to perform the service. If Company transfers all public records to the public agency upon completion of the contract, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the contract, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

13. NOTICE: All notices, demands and requests given hereunder shall be in writing, and shall deemed given when delivered to the following address:

*To Company:*

SunStop Kiosks LLC  
Po Box 55214  
Metairie, LA 70055  
Attn: Patrick Cresson

*To Client:*

The City of Ocala  
110 SE Watula Avenue  
Ocala, Florida 34471  
Attn: Carla Chindamo

14. GOVERNING LAW / WAIVER OF JURY TRIAL: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles that might apply the law of another jurisdiction. If a dispute arises between the parties hereto, then each of Company and Client hereby submit to the jurisdiction of applicable courts in Marion County, Florida.

15. WAIVER: Waiver of any term of this Agreement shall not constitute a precedent or bind either party to a waiver of any subsequent breach of the same or any other term.

16. AGREEMENT ACCEPTANCE AND EXECUTION: Each person signing this Agreement warrants that he/she is duly authorized on behalf of the party for which he/she is signing and can bind his or her party to this Agreement. It is understood and agreed by each party hereto that this Agreement shall have no effect unless and until it is fully executed and signed by all parties.

*[The remainder of this page is intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
as of the Effective Date.

**CLIENT:** [City of Ocala]

By: \_\_\_\_\_

Name: Ken Whitehead

Title: Assistant City Manager

**COMPANY: SUNSTOP KIOSKS LLC**

By: \_\_\_\_\_

Name: Britton Cresson

Title: Owner

**Approved as to form and legality:**


\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

Exhibit A\*

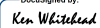
Property locations by Address, City, State and Zip Code:

- 1) 2390 SE 36<sup>th</sup> Ave. Ocala FL 34471
- 2) 255 NW Martin Luther King Jr. Blvd. Ocala FL 34475
- 3) 2200 NW 17<sup>th</sup> Place Ocala FL 34475

\*Client and Company agree that this Exhibit A can be updated from time to time by each of Client and Company re-signing a new Exhibit A which will be automatically replace the previous Exhibit A to that certain Kiosk Agreement dated as of [\_\_\_\_May\_18<sup>th</sup>\_\_\_\_\_, 2024\_\_\_\_].

**CLIENT:** [City of Ocala]

By:

DocuSigned by:  
  
5677F71E38874F4...

Name:


Ken Whitehead

Title:

Assistant City Manager

**SUNSTOP KIOSKS LLC**

By:

DocuSigned by:  
  
14E85A7EBB3453...

Name: Britton Cresson

Title: Owner

**Certificate Of Completion**

Envelope Id: E5447E8222FC4045BE3CD9AD65EE0D27

Status: Completed

Subject: REVISED CONTRACT FOR CIRCULATION OF SIGNATURES-Sunstop Kiosk Agreement (REC/240541)

Source Envelope:

Document Pages: 6

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

EnvelopeId Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

**Record Tracking**

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

5/13/2024 4:39:07 PM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement &amp; Contracting

Location: DocuSign

**Signer Events**

Britton Cresson

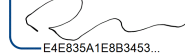
britton@sunstopkiosks.com

Owner

SunStop

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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**Timestamp**

Sent: 5/13/2024 4:48:55 PM

Viewed: 5/15/2024 11:32:26 AM

Signed: 5/15/2024 11:32:51 AM

Signature Adoption: Drawn on Device

Using IP Address: 104.177.223.81

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 5/15/2024 11:32:26 AM

ID: 27741aa3-9085-4cec-bad3-3f449ee8f4d0

William E. Sexton

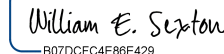
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



B07DCFC4E86E429...

Sent: 5/15/2024 11:32:52 AM

Viewed: 5/15/2024 3:07:21 PM

Signed: 5/29/2024 12:24:57 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



5677F71E38874F4...

Sent: 5/29/2024 12:24:58 PM

Viewed: 5/29/2024 1:14:15 PM

Signed: 5/29/2024 1:15:38 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2024 4:48:55 PM
Certified Delivered	Security Checked	5/29/2024 1:14:15 PM
Signing Complete	Security Checked	5/29/2024 1:15:38 PM
Completed	Security Checked	5/29/2024 1:15:38 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Ocala - Procurement & Contracting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

### **To advise City of Ocala - Procurement & Contracting of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Ocala - Procurement & Contracting**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Ocala - Procurement & Contracting**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.