

PROPOSAL

WHEREAS, the CITY OF Ocala Florida, hereinafter referred to as the "City," has determined that benches placed for the convenience and accommodation of the general traveling public provide a public service and fulfill a collateral public transportation need; and

WHEREAS, the City is charged with a public interest and, accordingly, as a proprietary function, is desirous of having placed within its corporate limits, at transit stops and other points of pedestrian convenience, benches designed for the benefit of the public health and comfort in order that such benches may **inure to the convenience of its citizens; and**

WHEREAS, METROPOLITAN SYSTEMS, INC., a corporation, hereinafter referred to as "Metro," is engaged in the business of manufacturing and placing benches upon which it leases advertising rights; and

WHEREAS, the Ocala Jaycees, Inca, hereinafter referred to as the "Club," is desirous of sponsoring as a civic project for the benefit and accommodation of the public the placement of benches at transit stops, and, & s., other points of pedestrian convenience within the corporate limits of the City and, to that end, has entered into an agreement with Metro;

NOW, THEREFORE, the Club and Metro do make the following proposal to the City, whereby the said desires of the City and of the Club and of Metro can be followed:

1. Metro, its successors and assigns, shall have the right, privilege, and license, granted by the City, to, without cost to the City, place benches of a concrete and wood structure upon public space within the corporate limits of the City (as now constituted or hereafter enlarged) at various transit stops and other points of pedestrian convenience as hereinafter **perrrdtted**.
2. For and in consideration of the grant of the above right, privilege and license Metro shall, during the term of said grant and any extensions or renewals thereof, place and maintain benches within the corporate limits of the City and shall have the further right, privilege and license, granted by the City, to lease advertising space on said benches, provided that such advertising shall not be of an alcoholic beverage or of an immoral nature or be otherwise objectionable in the judgment of the City. The City, however, shall not be unreasonable in the exercise of this judgment.
3. The placement of benches as provided for herein shall be subject to review by the City so that no bench shall be permitted to obstruct passage along any public way or to create a hazard or otherwise be detrimental to the public safety, welfare, morals or health.
4. All benches placed within the corporate limits of the City, as provided for herein, shall be governed by the following criteria:
 - a. No bench shall be more than forty-three (43) inches high nor more than seventy four (74) inches long nor more than twenty-eight (28) inches wide.

This is to certify the foregoing to be a true and accurate copy.

Mary Jane Wilson
City Clerk

- b. No advertising affixed thereon shall appear other than on the front or rear surface of the backrest area of the bench and shall not be greater than six(6)'feet in length nor two (2.) feet in height.
- c. No bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line shall be greater than thirty degrees (30°). and no bench, unless otherwise authorized, may be placed so that it is closer than eighteen (18) inches to the face of the curb.
- d. Notmore than one (1) bench shall be permitted at a particular location without adequate reason shown.

Should any bench fail to conform to the above criteria or should a property owner object to the presence of a bench abutting his property then the City may order the removal of such bench and, that failing, may remove same at the expense of Metro.

5. Metro shall maintain said benches in a good and substantial state of repair.

6. Metro shall at all times maintain public liability insurance and shall provide the City with a Certificate of Insurance as evidence of same; the insurance shall be in the minimum amount of One Hundred Thousand Dollars (\$100, 000. 00) for individual injury and Three Hundred Thousand Dollars (\$300,000.00) for more than one injury resulting from one accident and Five Thousand Dollars (\$5,000.00) for property damage.

7. The City shall reserve the right to, upon notice to Metro, order the removal of any particular bench which the City in its good judgment believes not to be located to the public benefit. Provided, however, that this right shall not be abused by the City. Should Metro fail to remove such bench then the City may remove same at the expense of Metro.

8. The program for the placement and maintenance of benches established by the acceptance of this proposal shall be sponsored by the Club, and the benches shall be referred to as the Club benches. Further, the benches shall remain the

rights, privileges and license granted to Metro by the City by the acceptance of this proposal shall remain in force and effect for a period of five(5) years from the date of such acceptance, and so long as Metro performs as set forth in the foregoing conditions, then such rights, privileges and license shall be automatically renewed for similar periods.

9. It is expressly understood and agreed that the rights, privileges and license granted to Metro by the City by the acceptance of this proposal shall remain in force and effect for a period of five(5) years from the date of such acceptance, and so long as Metro performs as set forth in the foregoing conditions, then such rights, privileges and license shall be automatically renewed for similar periods.

10. Should Metro be found to be in default of any of the conditions herein, it shall be given notice in writing and a reasonable time to correct same. In the event that Metro should fail to correct such default within a reasonable time after receipt of notice of same the City may, at its option, terminate the rights, privileges and license created by the acceptance of this proposal. Should such termination duly occur then Metro shall be allowed an additional six (6) month period to remove its benches.

11. Notice of any deficiency or default of Metro or of the Club shall be given by the City jointly at the offices of Metro and of the Club.


City Clerk

12. Should any provision here in be for any reason found to be invalid, it is understood and agreed that such condition shall not in any wise affect any other provision.

13. The City shall reserve the right to exclude any or all Lolly the Trolley transit stops from the placement of benches under this proposal.

14. Metro agrees to indemnify, save and hold harmless the City, its officers, agents or employees, from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or resulting from any claim or action that may arise from bodily injury, sickness or death, or injury to or destruction of property, caused in whole or in part by the negligence or wrongful act or omission of Metro in the selection, construction, placement, maintenance or use of said benches.

Ocala Jatees, Inc.

LUB

By.....1/7/1. 46 (SEAL)
President

ATTEST: [Signature]
Secretary

METROPOLITAN SYSTEMS, INC.

By [Signature] 1:6:7' (SEAL)
Assistant Vice President

ATTEST: [Signature]
Secretary

CITY OF Ocala, Florida

By [Signature] (SEAL)
Council President

ATTEST: [Signature] [Signature]
City Clerk

DATE OF ACCEPTANCE BY CITY OF Ocala, Florida

11/7/11 11/7/11

This is to certify the foregoing to be a true and accurate copy.

[Signature]
City Clerk

...:J;...
...("C)...:E...