

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into on this 11 day of November, 2017, 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 TOWN OF MIAMI LAKES, a municipal corporation duly organized and existing under the laws of the State of Florida and having its principal address at 6601 Main St, Miami Lakes, Florida 33014 (“TOWN” or “Town”). This Agreement provides the general terms and conditions applicable to TOWN’s purchase of services from BEEFREE.

In consideration of the promises and covenants contained in this Agreement, and for good and valuable consideration, BEEFREE and TOWN (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 amended by written agreement 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 and marketing services to members of the public for the benefit of its clients via BEEFREE’s 100% electric and customized low-speed vehicles known as “Freebees.” As BEEFREE’s services are specifically tailored for each of its clients, the specific nature of the services that will be provided to TOWN hereunder will be specified in the Addendum(s) hereto.

3. Compensation and Payment. The rates for services and terms of payment will be based on the type and number of services requested by TOWN, and will be specified in the Addendum(s) hereto. Whenever feasible, BEEFREE will electronically invoice TOWN at least fourteen (14) days prior to payment due date. Any payments not received within forty-five (45) calendar days of an invoice date shall bear interest at the maximum statutory rate until paid. Failure or delay in invoicing shall not excuse TOWN from its payment obligations, however, it may result in a delay of payment.. Any and all disputes related to an invoice issued by BEEFREE must be made by TOWN, in writing, within ten (10) calendar days of the payment due date for the invoice.

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 Convenience: The Town may terminate this Agreement, along with any Addendum(s) for convenience at any time after the sixth continuous month of services performed under any Addendum hereto, by providing thirty (30) days written notice to BEEFREE. In the event of a termination for convenience, BEEFREE shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and BEEFREE shall not be entitled to any other compensation or damages from the Town.

(b) 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 fifteen (15) 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. In the event of

termination by the Town for cause, BEEFREE shall be paid any sums otherwise due and owing for services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and less any other damages payable to the Town.

(c) 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.

(d) Continuation of Services: BEEFREE will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. TOWN agrees to pay BEEFREE a prorated amount based on actual work performed during the notice period. Upon termination by either party, TOWN 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 in writing and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for the following contact persons for each party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

TOWN:

Attn: Alex Rey
Town Manager
Address: Town of Miami Lakes
6601 Main St, #208
Miami Lakes, FL 33014
Email: reya@miamilakes-fl.gov

Cc: Raul Gastesi
Town Attorney
Address: Town of Miami Lakes,
6601 Main St, #208
Miami Lakes, FL 33014
Email: gastesi@miamilakes-fl.gov *lcobiella@gastesi.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.

7. Force Majeure. BEEFREE shall not be liable to the TOWN 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; it

being understood that BEEFREE shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance.

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 courts of the State of Florida located in Miami-Dade 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 and Hold Harmless.

To the fullest extent permitted by laws and regulations, BEEFREE shall defend, indemnify, and hold harmless the TOWN, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the services provided hereunder, any failure of BEEFREE to properly maintain the Freebee vehicles, and/or any manufacturer defect and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of BEEFREE, any subconsultant, subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement. The parties expressly agree that this provision shall be construed broadly, and BEEFREE's obligations to pay for the Town's legal defense hereunder shall arise and be fully enforceable when BEEFREE (or any subconsultant or any person or organization directly or indirectly employed by BEEFREE) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the services required under this Agreement. For any matters in which BEEFREE is obligated to pay for the TOWN's legal defense hereunder, BEEFREE shall be permitted to retain counsel of its choosing for both BEEFREE and the TOWN, provided that such legal counsel is reasonably acceptable to the TOWN, which consent shall not be unreasonably withheld. Any failure of BEEFREE to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject BEEFREE to debarment from consideration for future award of Town contracts pursuant to Section 17 of Ordinance 12-142 of the Town of Miami Lakes Municipal Code. This provision shall survive termination of the Agreement.

In any and all claims against the Town or any of its elected or appointed officials, consultants, agents, or employees by any employee of BEEFREE, any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for BEEFREE or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

JS

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.

17. Waiver of Consequential Damages. BEEFREE waives claims against the Town for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by BEEFREE.

18. Florida Public Records Law, Florida Statutes Chapter 119. Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. BEEFREE acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the Town in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the Town for such disclosure and/or production. BEEFREE also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the Town. Furthermore, BEEFREE agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

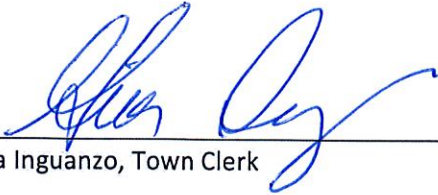
19. Sovereign Immunity. BEEFREE acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by BEEFREE against the Town other than claims arising out of this Agreement. Specifically, BEEFREE acknowledges that it cannot and will not assert any claims against the Town, unless the claim is based upon a breach by the Town of this Agreement. BEEFREE acknowledges that this Agreement in no way estops or affects the TOWN's exercise of its regulatory authority. In addition, the TOWN retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. BEEFREE acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the TOWN of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the TOWN. All obligations of the TOWN are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the Town, its commissioners, attorneys, administrators, consultants, agents, or any TOWN employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the TOWN and BEEFREE.

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

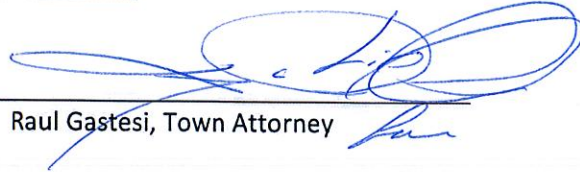
Attest:

TOWN OF MIAMI LAKES

By: 
Gina Inguanzo, Town Clerk

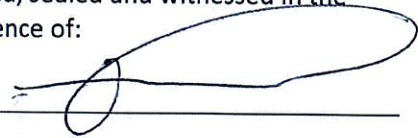
By: 
Alex Rey, Town Manager

Legal Sufficiency:

By: 
Raul Gastesi, Town Attorney

Witness:

As to BEEFREE:

Signed, sealed and witnessed in the presence of:
By: 


By: 
Name: Jason Spizer
Title: Managing Partner GO Builders

EXHIBIT A
RATES AND SERVICES ADDENDUM

This Rates and Services Addendum (“Addendum”) supplements the Master Services Agreement between BEEFREE, LLC (“BEEFREE”) and MIAMI LAKES (“TOWN”), made and entered into on November 17th, 2017 (the “Agreement”). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

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

1. **Term.** The term of the Services set forth under this Addendum shall commence on **November 1, 2017**, and shall remain in full force and effect until **October 31, 2019** (the “Term”), unless terminated sooner pursuant to the terms of the Agreement.

TOWN, by action of the Town Manager, will have three (3) options to extend the Term for additional periods of one (1) year each, subject to continued satisfactory performance as determined by the Town Manager, and to the availability and appropriations of funds. Should TOWN wish to exercise its option to extend the Term, it shall notify BEEFREE in writing at least ninety (90) days prior to the expiration of the preceding Term.

2. **Services.** This Addendum is limited in scope to the following services (the “Services”), which BEEFREE agrees to provide to TOWN at the rates specified herein (the “Rates”):
 - a. BEEFREE will provide two (2) “Freebee” 2017 E6 Electric vehicles with full doors and windows dedicated to TOWN (the “Vehicles”) for the duration of the Term. At least one of the Vehicles dedicated to TOWN will be wheelchair accessible in compliance with the requirements of the Americans with Disabilities Act (“ADA”).
 - b. BEEFREE will operate two (2) of the Vehicles within TOWN’s designated service area at all times during TOWN’s operating hours (weather and conditions permitting) with the only exception being when a driver takes their thirty (30) minute lunch, during which one (1) vehicle will be in operation and BEEFREE will take all reasonable steps to limit this downtime in service. TOWN’s base operating hours are from 8:00am to 3:00pm, Monday through Friday. TOWN reserves the right to increase the service hours and number of Vehicles during the term of the Agreement. BEEFREE agrees that at all times during TOWN’s operating hours, at least one (1) Vehicle in compliance with ADA requirements will be available to accommodate passengers upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - c. BEEFREE will provide drivers for the Vehicles, who will act as brand ambassadors for the Town of Miami Lakes and will communicate public service announcements as may be communicated by TOWN to BEEFREE from time to time.
 - d. Prior to the beginning of the Term, BEEFREE will deliver to TOWN one (1) fast charger for charging the Vehicles.
 - e. Prior to the beginning of the Term, BEEFREE will add TOWN as an additional insured on BEEFREE’s automobile insurance policy (of at least \$1 million), on BEEFREE’s general liability policy (of at least \$3 million), and on BEEFREE’s workers’ compensation policy (of at least \$500,000), and in compliance with Florida State Law. TOWN will remain as an additional insured on said policies throughout the Term. BEEFREE will provide TOWN with Certificates of Insurance reflecting the above stated policies within ten (10) business days of written request from TOWN. BEEFREE will provide not less than twenty (20) business days’ written notice before any policy or coverage is cancelled, restricted, or a material change is made.

- f. BEEFREE will assist TOWN in developing a marketing plan to encourage ridership on the Vehicles during the Term by creating a complimentary promotional video and promotional brochures at no additional cost to TOWN.
 - g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide TOWN with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
3. **Compensation & Rates.** As consideration for the Services listed above, TOWN shall pay BEEFREE at the following Rates:
- a. TOWN shall pay an hourly rate of \$33.88 per Vehicle. TOWN guarantees a minimum of thirty-five (35) hours per Vehicle per week as a base for operations. Any additional hours, previously approved by TOWN, will be billed at a maximum of \$33.88 per Vehicle.
4. **Payment Terms.** TOWN agrees to pay the Rates in installments, as follows:
- a. First payment of **\$61,666.67** to BEEFREE upon execution of this Addendum, which shall apply towards the initial six (6) months of base services;
 - b. After the initial six (6) months of Services, BEEFREE shall invoice the Town once per month for all Services provided during the prior month.
 - c. TOWN will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. All payment(s) shall be made in accordance with the State of Florida Government Prompt Payment Act.
 - d. With each invoice to TOWN, BEEFREE will attach a record of invoices for any advertising agreements entered into in connection with the Vehicles as backup to support any credit to TOWN. However, BEEFREE shall be under no obligation to make any payment or provide any credit to TOWN until such time, and only to the extent, that payment of an invoice for advertising on the Vehicles is actually received by BEEFREE.
5. **Additional Terms.**
- a. Should this Addendum terminate at any time prior to the sixth full month of Services, the TOWN's first payment of \$61,666.67, as set forth in Section 4.a above, will be reimbursed to the TOWN by BEEFREE in a pro-rated amount, for that portion of the initial six (6) months of Services in which the Services are not performed following the date of termination.
 - b. TOWN's operating hours, as contemplated in Section 2.b. above, will be established in a writing acquiesced to by the Parties prior to the beginning of the Term, and may be modified by subsequent agreements of the Parties as ridership data becomes available throughout the Term. TOWN reserves the right to adjust the hours and timing based on actual demand, subject to adherence with the terms set forth in Section 3.a. above.
 - c. TOWN shall be responsible for installation and maintenance of the fast chargers and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
 - d. If at any time during the Term TOWN determines that a BEEFREE employee assigned to drive the Vehicles is not providing satisfactory service, TOWN shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets TOWN's standards. Any such request shall be made by TOWN to BEEFREE in writing, and shall state the reason(s) for TOWN's request in detail

15


sufficient to apprise BEEFREE of the basis for TOWN's request. BEEFREE shall take action to comply with any reasonable request within seven (7) days of receiving such written notice from TOWN.

- e. If at any time during the Term TOWN determines that any part of a Vehicle is in disrepair, TOWN shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall repair or replace any such part identified by TOWN within seven (7) days of receiving notice from TOWN.
- f. BEEFREE will operate the Vehicles in TOWN's designated service area as delineated in the attached map.
- g. TOWN will provide two (2) covered and secured parking spaces for the Vehicles for the duration of the Term at no cost to BEEFREE.
- h. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and TOWN, with each entitled to 50% of advertising revenue that is generated and actually received by BEEFREE. TOWN shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder, subject to the terms set forth in Section 4.d. above. At any time, TOWN may request copies of advertising agreement entered into for the placement of advertising on the Vehicles and BEEFREE will furnish said copies within fifteen (15) business days. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and TOWN expressly acknowledges that no such guarantee has been made by BEEFREE.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

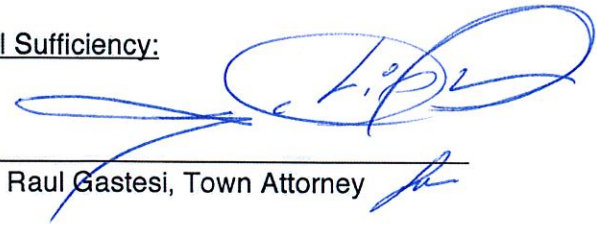
Attest:

TOWN OF MIAMI LAKES

By: 
Gina Inguanzo, Town Clerk

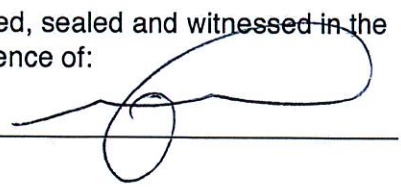
By: 
Alex Rey, Town Manager

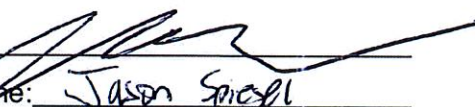
Legal Sufficiency:

By: 
Raul Gastesi, Town Attorney

Witness:

As to **BEEFREE**:

Signed, sealed and witnessed in the presence of:
By: 

By: 
Name: Jason Spiehl
Manager from BEEFREE