



SMALL TOWN, BIG BEACH™

FRANCHISE AGREEMENT FOR
COIN-OPERATED TELESCOPES OR BINOCULARS

KNOW ALL MEN BY THESE PRESENTS that this Agreement made and entered into by and between THE CITY OF GULF SHORES (the "City"), and THE EASTERN SHORE COMPANY, INC (the "Company"), in consideration of the terms and covenants herein contained and hereinafter stipulated, do mutually covenant and agree as follows:

1. GRANT OF CONCESSION: The City hereby grants to the Company the nonexclusive right and privilege to place and operate up to five (5) coin-operated, metered telescopes at and within the confines of Gulf Place, the number of telescopes, type of telescopes and locations as approved by the City.
2. TERM: The term of this franchise shall be for a period of two (2) years beginning March 25, 2019, and ending March 25, 2021. This contract may be extended by consent of both parties expressed in writing and attached to the original copy of this Contract. Either party to this contract may cancel the same within thirty (30) days after receipt of written notice to the opposite party.
3. FRANCHISE FEE: An amount equal to forty percent (40%) of the gross receipts derived by the Company from the operation of all telescopes shall be paid to the City during the full term of this contract. Payments due the City shall be made on a quarterly basis and shall be due on or before the 10th day of January, April, July and October for the preceding quarter. A city business License is also required.
4. LOSS OR DAMAGE: The City shall in no way be responsible to the Company for any loss or damage to any equipment installed or placed by the Company. The Company shall post their company name, address and phone number on each machine for the purpose of customer communication.
5. LIABILITY: The Company shall furnish and maintain comprehensive general liability insurance coverage in an amount not less than five hundred thousand dollars (\$500,000) under a policy issued by an insurer acceptable to the City. Proof of coverage shall be furnished to the City.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed the same on this _____ day of March, 2019.

The City of Gulf Shores, Alabama

Robert Craft, Mayor

Wanda Parris, MMC
City Clerk

The Easter Shore Company, Inc

By: _____