

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, FL 33139, www.miamibeachfl.gov

Property Management
Beach Maintenance Division
Tel: 305-673-7163

July 8, 2020

Triton Tower Condominium, Inc.
c/o Ms. Sara De Los Reyes
2899 Collins Ave
Miami Beach, FL. 33140

RE: AUTHORIZATION TO OPERATE BEACHFRONT CONCESSION(S) SEAWARD OF THE TRITON TOWER CONDOMINIUM LOCATED AT 2899 COLLINS AVE., MIAMI BEACH, FLORIDA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.

Dear Ms. Sara, De Los Reyes:

Please be advised that the City of Miami Beach (City) has concluded its review of your file with regards to your request for authorization to operate the above referenced beachfront concession. All the required documentation has been appropriately completed and submitted and your request has been approved subject to the following conditions:

1. **TRITON TOWER CONDOMINIUM, INC.** (hereinafter referred to as Upland Owner / Concessionaire) is hereby authorized to operate the following beach concession(s):
 - 1) **Food and Non-Alcoholic Beverages (Cooking / Heating Prohibited)**
 - 2) **Beach Equipment (350 Lounge Chairs, 150 Umbrellas, 15 Cabanas, 1 Concession Hut, 2 Large Storage Boxes, 2 Small Storage Boxes, 15 Beach Beds, 20 Side Tables) for COMMERCIAL / RENTAL PURPOSES**
2. Any City Business Tax Receipt(s) required for the beachfront concession(s) authorized in Paragraph 1 above, must be secured concurrent with your acceptance of the terms and conditions of said authorization. Said acceptance shall be deemed to have occurred upon execution of this Letter Agreement by all parties hereto. Please be reminded that the respective City Business Tax Receipt(s) must be obtained **prior** to the placement of any equipment or facilities on the beachfront and **prior** to commencement of any beachfront operation.
3. Upland Owner / Concessionaire understands and agrees to submit to the City, concurrent with this fully executed Letter Agreement, the 2020-2021 annual fee in the amount of **\$20,493** (596 units X \$23 / unit = \$13,708) + (2 Concessions X \$851 = \$1,702) + (AC Hotel by Marriott Miami Beach 150 units X \$23 / unit = \$3,450) + (Alden Hotel 71 units X \$23 / unit = \$1,633) for use of the beachfront area located at **2899 Collins Ave.** Said fee shall be subject to increases in accordance with the City's Business Tax Receipt rate schedule.
4. Upland Owner / Concessionaire agrees that any change, modification, or other deviation or amendment to the Application for Beachfront Concession submitted pursuant to this request for authorization must be approved in writing by the City, through its Beach Maintenance Division, said approval to be at City's sole discretion, prior to implementation of same.
5. Nothing herein contained shall be construed to relieve the Upland Owner / Concessionaire, its employees, or sub-contractors from complying with the Rules and Regulations for Beachfront Concession Operations, as same may be amended from time to time or any other applicable City, County, State, or Federal laws or requirements. As a courtesy, the City may provide copies of amendments of the Rules and Regulations to upland owners / concessionaires; however, it shall ultimately be the Upland Owner's / Concessionaire's responsibility to be aware of and, as deemed

necessary by concessionaire, to obtain copies of the latest set of said Rules and Regulations for Beachfront Concession Operations.

- 6. The authorization granted herein does not provide for the placement of any concession facility, or storage facility, on the beachfront unless such facilities have received appropriate City Design Review approval, if required.
- 7. Notwithstanding any provisions contained in the Rules and Regulations for Beachfront Concession Operations, Upland Owner / Concessionaire agrees and understands that in the event a “**Hurricane Warning**” is issued by the Miami-Dade County Office of Emergency Management, **Concessionaire shall remove all Beach Concession dispensing facilities, stands, storage facilities, equipment, and all other items completely from the beach within 4 hours of said “Hurricane Warning”**. Be further advised that failure to respond to the requirements contained in paragraph shall be considered grounds for **Termination** of this Beachfront Concession Agreement.
- 8. Upland Owner / Concessionaire shall indemnify, defend and hold the City harmless from any and all claims, liability, losses, and causes of action which may arise out of the Upland Owner’s / Concessionaire’s operation and/or use of the beachfront pursuant to this authorization and shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of the City, and shall pay all costs (including attorney’s fees) and judgments which may issue thereon. This indemnification shall not be limited in any way by the type or amount of insurance carried by Upland Owner / Concessionaire. For purposes of this Letter Agreement, Upland Owner / Concessionaire shall be deemed to include any sub-contractors, employees, agents, and/or any other person or entity acting under the direction or control of the Upland Owner / Concessionaire. This Paragraph 8 is expressly intended to survive termination and/or expiration of this Letter Agreement.
- 9. Any litigation between the parties, arising out of, or in connection with this Letter Agreement, shall be initiated in the court system of the County of Miami-Dade, State of Florida.
- 10. The authorization granted herein shall not be construed to vest any additional rights upon the Upland Owner / Concessionaire that do not otherwise exist, except for the privilege of temporary use of the beachfront in accordance with the conditions set forth herein, in the Rules and Regulations and all other applicable Municipal, State, County and Federal law.
- 11. **Upland Owner / Concessionaire is hereby notified that all of the beaches are public and as such concession operations must not restrict, or appear to restrict access, or in any way limit the public nature or ambiance of the beachfront. Beach chairs shall be deployed in a manner that will assure public access and will encourage public use of the beach, taking into consideration the characteristics of the individual property involved. Failure to comply with the above and the approved Beachfront Concession Layout shall result in termination of this Letter Agreement.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LETTER AGREEMENT, THE CITY MAY, FOR ITS CONVENIENCE, AND AT ITS SOLE DISCRETION AND WITHOUT CAUSE, TERMINATE THIS LETTER AGREEMENT, AND THE AUTHORIZATION GRANTED HEREIN, AT ANY TIME, WITHOUT ANY LIABILITY TO THE CITY, BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO UPLAND OWNER / CONCESSIONAIRE OF SUCH TERMINATION, WHICH SHALL BE EFFECTIVE AS OF THE DATE SO SPECIFIED IN SAID WRITTEN TERMINATION.

I, **Sara De Los Reyes**, as authorized representative for the **Triton Tower Condominium, Inc.** hereby understand and acknowledge the terms and conditions outlined above and agree to abide with said terms and conditions.

Authorized Representative for **Date** **Witness Sign / Title**

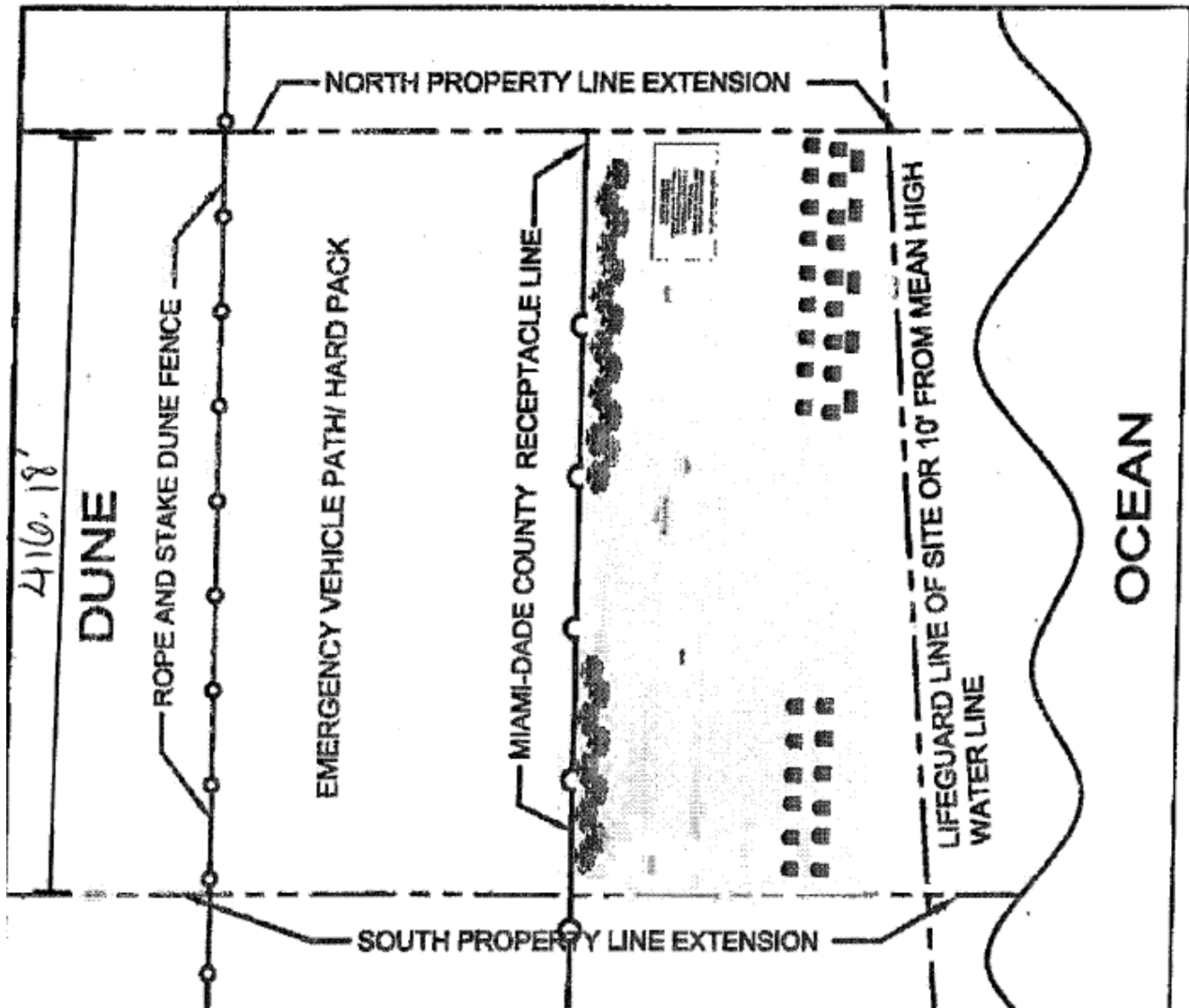
TRITON TOWER CONDOMINIUM, INC.

John Ripple, Beach Maintenance Director
for the City of Miami Beach

Date

BEACHFRONT CONCESSION LAYOUT

TRITON TOWER CONDOMINIUM – 2899 COLLINS AVE.



Upland Owner Acknowledgement (please initial here) _____