

**Exhibit 4**  
**SAFE DRIVING AGREEMENT**

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(Full Corporate Name of Direct City Concessionaire or  
Upland Owner Concessionaire or Third-Party Concession Operator)

and

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(Full Name of Driver)

The individual named above ("Driver ") has been offered employment or continued employment by the company named above ("Concessionaire"). In that employment capacity, Driver's duties, now and/or from time to time in the future, may include driving vehicles on beaches located in the City of Miami Beach, Florida.

Driver hereby accepts, and agrees to comply with, the following rules for his or her driving duties:

- (1) Speed. Motor Vehicles shall not be driven faster than 5 M.P.H.
- (2) Driving Area. Motor Vehicles shall be driven only on the hard-packed sand area (between the dunes and the trash cans).
- (3) Minimal Driving. Driving on the beach shall be kept to a minimum.
- (4) No Driving between Concession Areas. Motor Vehicles shall not be driven from one Concession Area to another.
- (5) Due Care and Caution. Due care and caution must be utilized at all times while driving any Motor Vehicle, and any Trailer attached thereto, on the beach.
- (6) Headlights and Rear Flashers. Prior to entering the beach and at all times while driving on the beach, the Driver will turn on the Motor Vehicle's headlights and front and rear flashers and the Trailer's rear flashers to the extent that the Motor Vehicle or Trailer is so equipped.
- (7) Windows. Both the passenger and driver's side front windows of the Motor Vehicle (if equipped with windows) shall be rolled down while operating the Motor Vehicle on the beach.
- (8) Limited Area for Driving. All Motor Vehicles, with or without Trailers, shall stay west of the garbage can line on the hard-packed sand when travelling north and south, and shall travel only north or south on the beach except to the limited extent necessary for brief periods to deploy, service, or remove anything necessary for the Concessionaire to conduct its operations.
- (9) Cones. During any deployment, service, or removal operation, the Driver will place the Concessionaire-supplied orange cones as follows: at least four cones on the northernmost boundary, and at least four cones on the southernmost boundary, of the projected path (from hard-packed sand to the shore line) of the Motor Vehicle to create a clear non-obstructed path perpendicular to the shoreline, of no less than twenty-five feet (25') in width (when measured from north to south).

(10) Safety Measures during Deployment, Service, or Removal. During any deployment, service, or removal operation, the Driver and a supervising Concessionaire employee must independently inspect the Motor Vehicle's perimeter, surrounding area, and path (once marked) before starting the engine, to assure a clear path of ingress to the shoreline or egress to the hard packed sand and only then, proceed with the respective operation with extreme caution to ensure the safety of all beachfront patrons and persons and property on the beach.

(11) Use of Cell Phones and Other Devices Prohibited. Use of a cellular phone, or any other electronic, electric, or battery-powered device, by the Driver while the Motor Vehicle is in motion is prohibited. The Motor Vehicle's gear shift must be placed in the "park" position and the emergency break engaged prior to any use of a cellular telephone or any other electronic, electric, or battery-powered Device by the Driver.

(12) Both Hands on the Wheel. The Driver shall drive with both hands on the steering wheel at all times.

(13) Personal Vehicles Prohibited. The Driver will not drive any personal vehicle on the beach at any time.

(14) Parking Vehicles and Unattended Vehicles Prohibited. The Driver will not park or leave unattended on the beach any Motor Vehicle or Trailer at any time or for any reason, except that golf carts and ATVs are permitted to park immediately east of the dune for no more than 30 minutes; only during normal business hours of the Concessionaire; and only to the extent that the emergency vehicle path on the hard pack of the beach remains unobstructed.

(15) Valid Chauffeur's or Driver's License. I hold a valid and effective Florida chauffeur's or driver's license (whichever the law may require) which is not now suspended or revoked, and a true copy of which is attached to this Agreement. I will maintain that license continuously in that same status throughout the course of my employment.

(16) Impaired Driving Prohibited. I will not drive any Motor Vehicle while under the influence of alcohol, drugs, or any substance which may impair my ability to drive safely. I will immediately advise the Concessionaire of, and will furnish the Concessionaire with, a hard copy of any ticket, summons, citation, or similar document which alleges any such driving irrespective of when or where it occurs.

(17) Accidents. I will immediately advise the Concessionaire of any accident which occurs, and will furnish the Concessionaire with any requested documents, concerning any accident which occurs (A) while I am driving any Motor Vehicle for the Concessionaire, or (B) while I am driving any vehicle when I am not working for the Concessionaire. I have not been advised of any claim, and I am not a party to any lawsuit, arising out of or relating to either type of accident.

(18) Training Course. I have successfully completed the Concessionaire's one-hour training course on the operation of a Motor Vehicle in compliance with this Safe Driving Agreement. The training included actual operation by me of the type of Motor Vehicle which I am expected to drive.

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Date of Driver's Signature

\_\_\_\_\_  
Driver's Signature

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Typed or Printed Driver's Name