STORAGE & SERVICE AGREEMENT

This Agreement is entered into this 12 day of January 2022 ("Effective Date") by and between Florida CDI, LLC, a Florida Corporation with offices at 3124 NW 16 TERRACE POMPANO BCH., FL 33064 ("Florida CDI, LLC") and the City of Doral, a municipal corporation ("CITY"),

WHEREAS The City is the owner of a 30' Majestic Mountain Pine Tree (the "Tree") which it uses during the Christmas season as part of its holiday display.

WHEREAS the City desires to retain Florida CDI, LLC to remove the Tree from the site and transport the Tree to the location where it will be stored until a future date provided by the city in writing and deliver the Tree to allow for installation of the Tree for the 2022 Holiday Season.

NOW THEREFORE, in consideration of the mutual undertakings Florida CDI, LLC and the City agree as follows:

- **1. RECITALS.** The recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.
- **2. TRANSPORTATION**. Florida CDI, LLC shall disassemble, pack, handle, and transport the Tree, accessories, and decorations from its current location in Downtown Doral to its storage facility located at 3124 NW 16th Terrace, Pompano Beach, Florida and return the Tree to the same site to allow for installation of the Tree for the 2022 Holiday Season.
- 3. STORAGE TERM. The storage term expires on December 1, 2022, unless otherwise agreed upon in writing by the parties.
- **4. COMPENSATION**. In consideration for the services provided by Florida CDI, LLC under this Agreement, including, deinstallation, transportation and storage of the Tree, the City shall pay Florida CDI, LLC Three Thousand Three Hundred Dollars (\$3,300) as reflected in the Revised Tree Storage Quote attached and incorporated as Exhibit "A".
- **5. CONDITION OF STORAGE SPACE**. The space where the Tree stored will be climate-controlled and suitable for the storage of the Tree to minimize the potential for damage. Florida CDI, LLC shall entirely and solely be responsible for any damage to the Tree and missing ornaments. In the event the Tree is damaged while in Christmas Designer's possession, Florida CDI, LLC shall repair or replace or make adequate provision for the repair or replacement of the Tree. A picture of the Tree in its current condition is attached and incorporated as Exhibit "B".
- **6. INSURANCE.** During the Term of this Agreement, Florida CDI, LLC, shall maintain insurance coverage in the following amounts:

General Commercial Liability: \$1,000,000 per occurrence/ \$3,000,000 in the aggregate

7. NOTICE. All notices required by and pertaining to this Agreement, or any communications required by or pertaining to this Agreement shall be made in writing by certified mail or overnight

courier service to:

For the City: Hernan Organvidez

Interim City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166

With a Copy to:

Luis Figueredo ESQ.

City Attorney

City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166

For Florida CDI, LLC: Joe Campbell

Director of Sates
3124 NW 16th Ferrace
Pumpano Beach Pl 33064

- **8. INDEPENDENT CONTRACTOR.** Florida CDI, LLC is an independent contractor. The Parties agree that this Agreement in no way creates an employer/employee relationship between Florida CDI, LLC and the City. This Agreement in no way creates any joint venture, partnership, or profit-sharing relationship between Florida CDI, LLC and the City. All compensation paid is strictly for the services rendered.
- 9. SEVERABILITY OF PROVISIONS: In the event any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or as the result of the adoption of an ordinance, statute or regulation, that holding or adoption will not affect the validity and enforceability of the remainder of this Agreement, which will remain in full force and effect in accordance with its terms.
- **10. AMENDMENT.** Both Parties must consent to any change to this Agreement in writing before it is to become effective.
- 11. CHOICE OF LAW; VENUE. The Parties agree that this Agreement shall be deemed to have been entered into in and shall be governed by and construed in accordance with the laws of the State of Florida. The Federal and State Courts of the State of Florida located in Miami-Dade County shall have exclusive jurisdiction over any disputes arising under this Agreement.
- **12. WAIVER**. Any failure by either party to enforce any breach or default under this Agreement shall not be deemed as a waiver of any prior or any subsequent default or breach of the same or other provisions of this Agreement.
- **13. MERGER.** This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

- 14. FORCE MAJEURE. No delay or failure of a party to perform any obligations under this Agreement shall be considered a breach of this Agreement, if such delay or failure results from any cause beyond the control of the that party, including, without limitation, any act of God, fire, strike, lockout, labor dispute, public emergency, insurrection riot, act of terrorism, war, transportation shortage, actions of governmental authority, civil disturbance, embargoes, epidemic (including the current COVID-19 pandemic), natural catastrophe, or natural disaster, including, without limitations, hurricanes, earthquakes, tornado, and floods.
- **15. ASSIGNMENT.** Neither party may assign this Agreement without the written consent of the other party.
- **16. ATTORNEY'S FEES AND COSTS.** In the event a dispute relating to this Agreement arises, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs (at the pre-trial, trial, and appellate levels) from the other party.
- 17. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile/electronic (e.g. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

CITY OF DORAL, FLORIDA

Hernan Organvidez Interim City Manager Florida CDI, LLC Inc.

Name: We Campbell

Title: Director of Sales

Approved as to form and Legal Sufficiency:

City Attorney

Exhibit A



Revised Tree Storage Quote 2021 CITY OF DORAL



Christmas Designers will store the Customer Owned 30' Majestic Mountain Pine Tree.

Storage, Insurance & Handling 2022

\$3,300.00

Total

\$3,300.00

Authorized Signature

Printed Name - Title

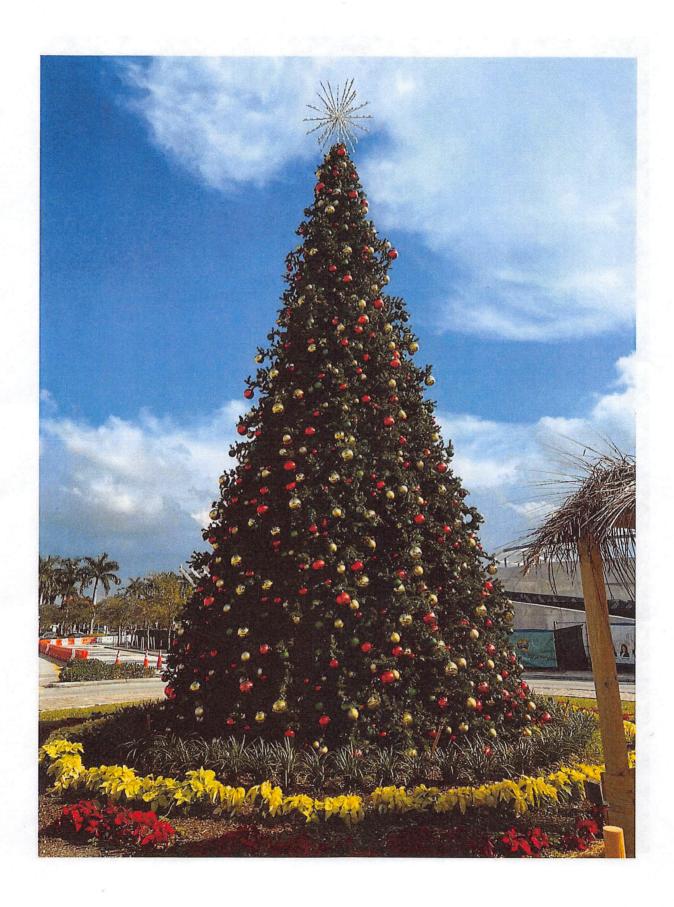
Date

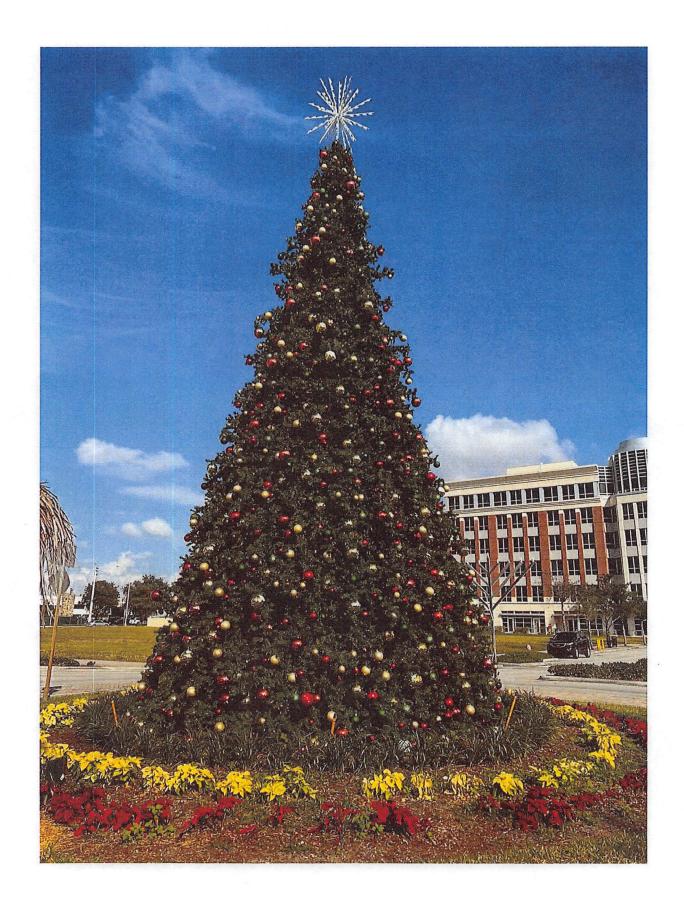
BILLING INFORMATION/E-MAIL:

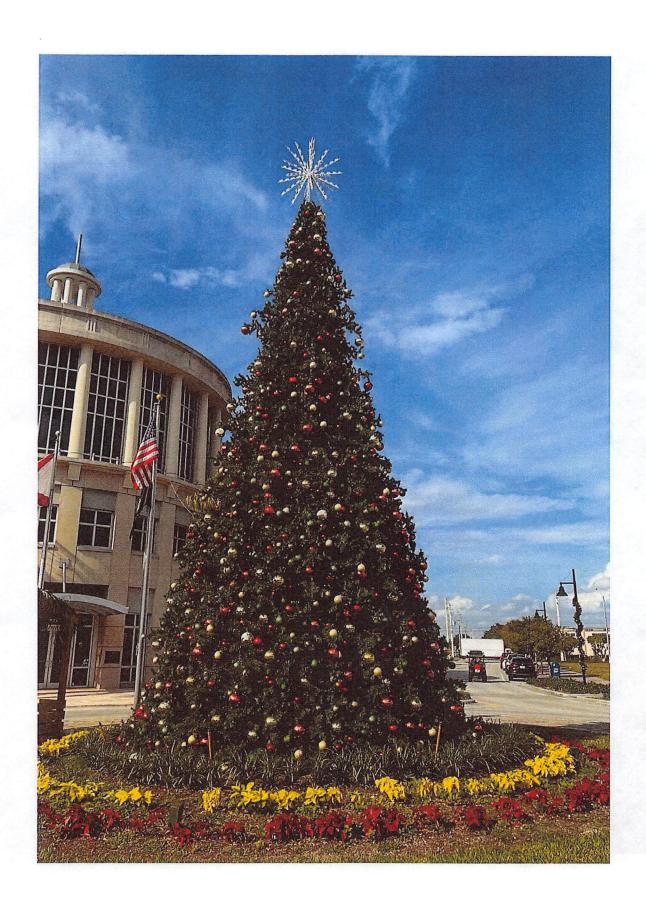
This Quote may be withdrawn if not accepted in 30 days. 100% upon signing

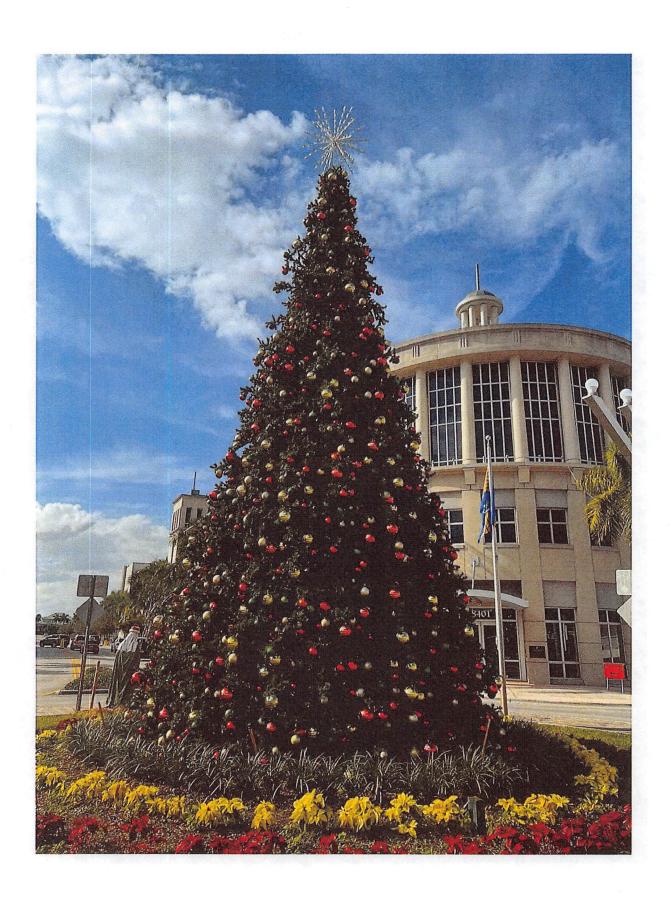
** Use of Payment Services will incur related surcharges. Use of any Credit Card will incur 3.5% surcharge.

Exhibit B









KKENNEDY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Lori B. Gleason					
CAL Risk Mar	nagement e Street	PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 4	127-6730				
23 Eganfuskee Štreet Suite 102 Jupiter, FL 33477		E-MAIL ADDRESS: Igleason@callic.com					
		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A: Indian Harbor Ins. Co.					
INSURED		INSURER B: Ohio Security Insurance Company	24082				
	CDI Enterprises, LLC dba Christmas Designers	INSURER C: National Union Fire Ins Co of Pittsburgh, PA					
;	3124 NW 16th Terrace	INSURER D : Insurance Company of the West	27847				
ı	Pompano Beach, FL 33064	INSURER E:					
		INSURER F:					

CO	VERAGE	S CE	CERTIFICATE NUMBER: REVISION NUMBER:							
					SURANCE LISTED BELOW HAVE B					
					ENT, TERM OR CONDITION OF A					
C	ERTIFICA"	E MAY BE ISSUED OR MA	Y PER	RTAIN,	THE INSURANCE AFFORDED BY	THE POLICE	ES DESCRIB	ED HEREIN IS SUBJE	CT TO AL	L THE TERMS,
E	CLUSION	IS AND CONDITIONS OF SUC	H POL	CIES.	LIMITS SHOWN MAY HAVE BEEN F	REDUCED BY	PAID CLAIMS.			
INSR LTR		TYPE OF INSURANCE	ADDI	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
Α	X COM	MERCIAL GENERAL LIABILITY						EACH OCCUPPENCE	•	1,000,0

LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	х	Х	ESG005675101	6/1/2021	6/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	X XCU & Contractual						MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-	İ					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER: \$5,000,000 CAP Limit							\$	
В	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	x	X	BAS59796790	6/1/2021	6/1/2022	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							PIP Coverage	\$	10,000
С	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	3,000,000
	X EXCESS LIAB CLAIMS-MADE			BE034213775	6/1/2021	6/1/2022	AGGREGATE	\$	3,000,000
	DED RETENTION\$							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE TO N		WFL505750801	10/1/2021	10/1/2021 10/1/2022	E.L. EACH ACCIDENT	\$	1,000,000	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
1	1								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Christmas Tree Storage

The named insured entities include: Florida CDI, LLC, CDI Enterprises, LLC, and ChristmasDesigners.com, LLC. Certificate Holder is included as an additional insured for both ongoing and completed operations for general liability per forms CG2010 & CG2037, on a primary and non-contributory basis, auto liability, and excess liability when required by written contract. Waiver of subrogation applies to general liability, auto, workers' compensation, and excess liability when required by written contract. The excess liability coverage is over the general liability, automobile, and employers liability coverages. Cancellation: 30 days-notice of cancellation applies, except 10-days for non-payment of premium, as per policy terms and conditions

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE