

## STORAGE & SERVICE AGREEMENT

This Agreement is entered into this 9 day of January 2023 (“Effective Date”) by and between Rileighs Outdoor Decor, LLC, a Delaware Corporation with its principal office at 1053 N. Plymouth St. Allentown, Pennsylvania 18109 (“Rileighs Outdoor Decor, 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 Rileighs Outdoor Decor, 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 2023 Holiday Season.

**NOW THEREFORE**, in consideration of the mutual undertakings Rileighs Outdoor Decor, 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.** Rileighs Outdoor Decor, 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 16<sup>th</sup> Terrace, Pompano Beach, Florida and return the Tree to the same site to allow for installation of the Tree for the 2023 Holiday Season.

**3. STORAGE TERM.** The storage term expires on December 1, 2023, unless otherwise agreed upon in writing by the parties.

**4. COMPENSATION.** In consideration for the services provided by Rileighs Outdoor Decor, LLC under this Agreement, including, deinstallation, transportation and storage of the Tree, the City shall pay Rileighs Outdoor Decor, LLC Three Thousand Four Hundred Dollars (\$3,400) 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. Rileighs Outdoor Decor, 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, Rileighs Outdoor Decor, 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, Rileighs Outdoor Decor, 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: Barbara Hernandez  
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 Rileighs Outdoor Decor, LLC: Joe Campbell  
Director of Sales  
Db a Christmas Designers FL - 3124 NW 16th Terrace  
Pompano Beach, FL 33064

**8. INDEPENDENT CONTRACTOR.** Rileighs Outdoor Decor, LLC is an independent contractor. The Parties agree that this Agreement in no way creates an employer/employee relationship between Rileighs Outdoor Decor, LLC and the City. This Agreement in no way creates any joint venture, partnership, or profit-sharing relationship between Rileighs Outdoor Decor, 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**

**Rileighs Outdoor Decor, LLC**

**Inc.**

*PHH*

\_\_\_\_\_  
Barbara Hernandez  
City Manager

*Joe Campbell*

\_\_\_\_\_  
Name: Joe Campbell  
Title: Director of Sales

Approved as to form and Legal Sufficiency:

*[Signature]*

\_\_\_\_\_  
City Attorney

# **Exhibit A**



# TREE STORAGE QUOTE 2023

a:3124 NW 16th Terrace, Pompano Beach FL 33064 p:(954) 973-4225 f:(954) 301-5770

## CITY OF DORAL

ADDRESS: 8364 NW 53<sup>rd</sup> Terrace, Doral FL 33166



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

Storage, Insurance & Handling 2023 \$ 3,400.00

**Total \$ 3,400.00**

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.*

The material contained herein is the property of Christmas Designers Florida.  
Reproduction, copying, or use without prior consent is strictly prohibited.  
0407-231-1SA1 DA16 JC/SK 12.21.2022

# **Exhibit B**







