

Attached is your Lease Agreement. *Please read carefully*; then email the registration, insurance, driver's license and photo to rcronk@royalpalmbeachfl.gov.

An appointment will then be set up for you to bring the Lease Agreement and payment to Village Hall to receive the storage access key.

1. Photo of the vehicle/vessel being stored
2. Current Registration
3. Current Liability Insurance
4. Driver's License
5. First month's rent

In addition to paying by check, credit card payments via our website www.royalpalmbeachfl.gov and online auto pay are now options for monthly fees.

**VILLAGE OF ROYAL PALM BEACH
RECREATIONAL VEHICLE PARKING LEASE AGREEMENT
(VILLAGE RESIDENTS ONLY)**

THIS LEASE AGREEMENT is hereby entered into this _____ day of _____, 20_____, by and between the Village of Royal Palm Beach, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "VILLAGE," and _____, with address at _____, hereinafter called the "LESSEE".

WHEREAS, the LESSEE desires to lease a certain portion of Village-owned property within the Village's RV Parking Facility (the "Facility") for the purpose of parking a private recreational vehicle (RV or motorhome only), boat and/or boat/vessel trailer (sometimes referred to as "vehicles" and/or "vessels") thereon; and

WHEREAS, the VILLAGE has considered this use of its lands to be a public purpose to accommodate the needs of its citizens and believes such use to be in the best interests of the public health, safety and welfare.

W I T N E S S E T H:

For and in consideration of the mutual covenants expressed herein and for good and valuable consideration, the VILLAGE and the LESSEE do hereby agree as follows:

1. **PARKING SPACE DESIGNATION:** The VILLAGE agrees to lease the parking lot space designated as (insert parking space number) _____ to the LESSEE (hereinafter the "Parking Space") only and solely for the parking and storage of the following described recreational vehicle, boat and/or boat/vessel trailer at the Facility:

Space Choice: 25' _____ 30' _____ 35' _____ 40' _____ 45' _____ 50' _____

Card/Fob # _____

Make and Model: _____ Color: _____

Year: _____ Length (feet): _____

Tag Number: _____ Valid Through: _____

Insurance: _____ Effective Date: _____

Complete below **ONLY** if more than one vehicle and/or vessel is stored. In lieu of storing the above vehicle or vessel:

Make and Model: _____ Color: _____

Year: _____ Length (feet): _____

Tag Number: _____ Valid Through: _____

Insurance: _____ Effective Date: _____

2. **LEASE TERM AND RENT:** This Lease Agreement shall commence on the first day of the month written above and shall continue from month-to-month for so long as the monthly payment is timely received. LESSEE shall pay VILLAGE on or before the 1st day of each calendar month, the sum of One Dollar and Fifty Cents per linear foot (\$1.50/foot) of parking space leased, plus any and all applicable sales or use taxes. The monthly lease payment is subject to an annual adjustment in price at discretion of the VILLAGE upon a thirty (30) days' advanced written notice to LESSEE.

3. **USE OF PROPERTY:** The Facility shall be used only and solely for the parking of the vehicle or vessel described in Section 1 above. The VILLAGE shall establish and promulgate such rules and procedures as it deems necessary for the proper and efficient operation of said Facility. A copy of the rules and regulations is attached hereto as Exhibit "A" and incorporated herein by reference. The LESSEE shall obey, and require any invitees of the LESSEE to obey, all laws and restrictions that apply to the Facility. The rules attached hereto as Exhibit "A" may be modified at the sole discretion of the VILLAGE. Written notice of any rule modifications shall be provided to the LESSEE in accordance with Section 11 below.

4. **SECURITY:** The VILLAGE will provide fencing around the parking area and the area will be secured. The LESSEE agrees that the VILLAGE makes no representation, warranty or guaranty as to the safety or security of any persons, vehicles, vessels or other property at the Facility. The VILLAGE is not liable for any stolen or damaged items on or in any vehicle or vessel.

5. **INDEMNITY:** The LESSEE covenants and agrees to indemnify, defend, save and hold harmless the VILLAGE from all claims, demands, liabilities, and suits (including attorney's fees, costs and expenses at all levels of court proceedings and appeals) of any nature including, but not limited to, damage to property or bodily injury, arising out of or because of this Lease Agreement, or due to any act or occurrence or omission to act by either the LESSEE or the VILLAGE, their officers, agents, contractors, servants or employees, including, but not limited to, failure on the part of same to use reasonable care in securing or maintaining that area where the LESSEE's vehicle or vessel is to be stored, failure on the part of same to use reasonable care in securing or maintaining the Facility or adjoining sidewalks, streets, streets or ways, or in any manner growing out of, resulting from, or connected with the use or condition thereof.

The LESSEE further is required to sign and hereby agrees to the terms and conditions contained in the Release, Waiver of Liability, Hold-Harmless Agreement and Covenant Not to Sue in favor of Florida Power & Light Company ("FPL") attached hereto as Exhibit "B" and incorporated herein by reference.

6. **ASSIGNMENT:** This Lease Agreement shall not be assigned or transferred in whole or in part.

7. **NON-PAYMENT; BREACH OF COVENANTS, TERMS OR CONDITIONS; AND TERMINATION:**

(a) **Time for Performance:** Performance by the LESSEE under this Lease Agreement must be achieved before 5:00 p.m. on the day that performance is due, unless performance is due on a Saturday, Sunday, or holiday where the VILLAGE is not open for business. If performance is due on a Saturday, Sunday or holiday where the VILLAGE is not open for business, then performance shall be due before 5:00 p.m. on the next business day that the VILLAGE is open for business. For violations of Exhibit "A", Paragraph 13 (hazardous/dangerous conditions), removal of the vehicle or vessel pursuant to Exhibit "A", Paragraph 12, and for removal of the vehicle or vessel at the end of the Lease term in accordance with Section 7(d) below, performance by the LESSEE must be achieved before 5:00 p.m. on the day performance is due regardless of whether such day is a Saturday, Sunday or holiday where VILLAGE is not open for business.

(b) **Breach for Non-payment of Rent:** The LESSEE shall ensure that the monthly lease payment as stated in Section 2 above is received at the VILLAGE on or before the 1st day of each calendar month. Failure to pay on or before the 5th day of the month shall constitute a breach of this Lease Agreement and will result in a Twenty-five Dollar (\$25.00) late fee. Failure to pay all outstanding monthly lease payments and late fees on or before the 25th day of the month shall result in lot access being denied immediately thereafter. Notice to the LESSEE is not required before late charges are applied or before lot access is denied. To regain access to the Facility, all outstanding monthly lease payments and late fees must be paid plus an additional Twenty-five Dollar (\$25.00) access reinstatement fee. Should payment not be received on or before the 30th day of the month, the Lease Agreement shall automatically terminate, the LESSEE waives all right of notice to vacate, the VILLAGE shall be entitled to re-enter and take possession of the leased area immediately, and the VILLAGE may have the vehicle, vessel and any contents removed from the Facility to the nearest storage lot with subsequent towing and storage charges to be paid by the LESSEE prior to the release of the vehicle, vessel and contents from the storage lot. The "nearest storage lot" shall be made at the sole determination of the VILLAGE. Within five (5) business days after removal, the VILLAGE shall send written notice to the LESSEE in accordance with Section 11 below of the location of the storage lot where the vehicle, vessel and any contents can be claimed. Notice to the LESSEE prior to removal of the vehicle, vessel and contents from the Facility is not required. Should the LESSEE fail to claim the vehicle, vessel and any contents and pay all outstanding towing and storage fees

within thirty (30) days of removal from the Facility, the VILLAGE may consider the vehicle, vessel and any contents abandoned by the LESSEE, and auction the same at public auction. The proceeds of any such auction shall be used to satisfy all towing and storage charges, monthly lease payments, late charges, attorney's fees and costs, and other charges, expenses or fees incurred by the VILLAGE as a result of the LESSEE's breach of this Lease Agreement, the VILLAGE'S removal of the vehicle, vessel and contents from the Facility, and/or the VILLAGE'S auction of the vehicle, vessel and contents. After all towing and storage charges, and the VILLAGE expenses, costs, charges and fees have been satisfied, any remaining auction proceeds shall be remitted to the LESSEE. By signing this Lease Agreement, the LESSEE hereby gives consent and permission for the VILLAGE to remove the vehicle and contents from the Facility and auction of same in accordance with the terms stated herein. The indemnity provision outlined in Section 5 above applies to all actions of the VILLAGE with respect to removal of the vehicle, vessel and any contents from the Facility, and the auction of same. The VILLAGE also shall be entitled to pursue all other available remedies at law or in equity against the LESSEE for breach of the Lease Agreement.

(c) Other Breaches of Lease Agreement: Should the LESSEE breach any other covenants, terms or conditions of this Lease Agreement including, but not limited to, the rules and regulations for the Facility outlined in the attached Exhibit "A", the VILLAGE shall give written notice to the LESSEE to remedy such breach within five (5) business days from the date of such notice. In the event that the LESSEE fails to remedy the breach to the satisfaction of the VILLAGE within five (5) business days from the date of the written notice, the VILLAGE may terminate this Lease Agreement immediately with no additional notice to the LESSEE. In the event of termination, the LESSEE waives all right of notice to vacate, the VILLAGE shall be entitled to re-enter and take possession of the leased area immediately, all amounts due and owing shall become immediately due and payable, the VILLAGE may immediately remove and/or auction the vehicle, vessel and contents according to the procedure outlined above, and the VILLAGE shall be entitled to pursue all other available remedies at law or in equity against the LESSEE for breach of the Lease Agreement.

(d) Termination: Either party may terminate the Lease Agreement for any reason upon thirty (30) calendar days' written notice to the other party. If the LESSEE has not vacated the Facility on the last day of the Lease Agreement, then the LESSEE waives all right of notice to vacate, the VILLAGE shall be entitled to re-enter and take possession of the leased area immediately, the VILLAGE may remove and/or auction the vehicle, vessel and contents according to the procedure outlined above, and the VILLAGE shall be entitled to pursue all other available remedies at law or in equity against the LESSEE to enforce the terms of this Lease Agreement.

(e) New Lease After Termination: In the event the Lease Agreement is terminated pursuant to Section (7)(b) above, the VILLAGE, in its sole opinion and discretion, may enter into a new Lease Agreement with the LESSEE so long as the LESSEE pays all outstanding monthly lease payments, late fees, and access reinstatement fees due to the VILLAGE under the terminated Lease Agreement prior to the new Lease Agreement becoming effective. Additionally, the LESSEE shall be required to pay a security deposit to the VILLAGE prior to the new Lease Agreement becoming effective. The security deposit shall be in an amount equal to three (3) months' rent. The security deposit, without interest, shall be refunded to the LESSEE upon termination of the new Lease Agreement so long as the LESSEE is current on all obligations and has notified the VILLAGE in writing of where to send the refund. The LESSEE shall not apply the security deposit as rent without the VILLAGE's prior written consent. In the event the Lease Agreement is terminated for any reason other than termination under Section (7)(b), the VILLAGE, in its sole opinion and discretion, may enter into a new Lease Agreement with the LESSEE and impose any additional conditions or restrictions on the LESSEE as necessary.

8. **PARTIAL INVALIDITY; SEVERABILITY**: If any term, covenant, condition or provision of this Lease Agreement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. **NO WAIVER OF BREACH**: The failure of the VILLAGE to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this Lease Agreement shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of the VILLAGE of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the VILLAGE.

10. **INSURANCE REQUIREMENTS**: During the term of this Lease Agreement, the LESSEE shall procure and maintain vehicle/vessel liability and property damage insurance in amounts not less than the replacement value of the vehicle/vessel. **Annually, the LESSEE shall provide the VILLAGE with proof of insurance.**

11. **NOTICE**: All notices given under this Lease Agreement shall be in writing and shall be served by certified mail or hand delivery including, but not limited to, notice of any violations, to the party at the address listed below. Notice by certified mail shall be deemed effective the date it is sent. The LESSEE and the VILLAGE hereby designate their addresses as follows:

VILLAGE: Village of Royal Palm Beach

Attn: Village Clerk
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411

LESSEE: Print Name: _____

Address: _____
Royal Palm Beach, FL 33411

Primary Telephone: _____-_____-_____

Secondary Telephone: _____-_____-_____

Email: _____

Secondary Email: _____

12. **GOVERNING LAW:** This Lease Agreement shall be governed by and interpreted according to the laws of the State of Florida; venue for the enforcement of this Lease Agreement shall be Palm Beach County, Florida, where the subject land is located.

13. **ENTIRE UNDERSTANDING:** This Lease Agreement sets forth the entire understanding between the parties and shall not be amended or modified except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this parking Lease Agreement to be executed on the day and year first above written.

VILLAGE OF ROYAL PALM BEACH

Witnesses:

Print Name: _____

Diane DiSanto, Village Clerk

Print Name: _____

LESSEE

Witnesses:

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

EXHIBIT "A"

VILLAGE PARKING FACILITY RULES AND REGULATIONS

1. The LESSEE shall use the Parking Space for the parking and storage of a private recreational vehicle (RV or motorhome only), boat and/or boat/vessel trailer only. No other use of the space is permitted. Commercial vehicles and storage trailers (open or enclosed) are strictly prohibited. The Facility shall be available to the LESSEE twenty-four (24) hours per day. However, in order to ensure that the Facility is being used for private recreational vehicle, boat and boat/vessel trailer parking and storage, access to the Facility shall be limited to twenty (20) times per calendar month. Additional access may be granted with the prior written consent of the VILLAGE upon payment of an additional fee and a showing of good cause by the LESSEE.
2. Prior to the commencement of this Lease, the LESSEE shall provide the VILLAGE with a digital photograph of the recreational vehicle (RV or motorhome only), boat and/or boat/vessel trailer to be parked and stored at the Facility. Further, no boat/vessel trailer parked at the Facility shall be used to store commercial equipment, materials, supplies or vehicles.
3. Rentals and space location shall be on a first come, first serve basis. Rentals shall be limited to one (1) space per household with the exception of the 50ft. spaces as they are comprised of two connecting 25 ft. spaces for use as one (1) space. Rentals shall be limited to the rotating storage of no more than two (2) vehicles or vessels in any one leased space at any given time.
4. The LESSEE shall be a resident of the Village of Royal Palm Beach at all times during the term of the Lease Agreement. Proof of residency, as evidenced by a valid Florida Driver's License or voter's registration card, plus a copy of a current utility bill (electric, water) shall be provided to the VILLAGE prior to commencement of the Lease Agreement. Current registration is required for recreational vehicles, boats and/or boat/vessel trailers at all times during the Lease Agreement and must match the established residency address in the Village of Royal Palm Beach. Vehicle tags must be visible and properly displayed at all times. **Annually, the LESSEE shall provide proof of current registration for all recreational vehicles, boat/vessel trailers or vessels stored at the Facility to the VILLAGE.**
5. The LESSEE acknowledges and understands that the Facility is located within a Florida Power & Light Company ("FPL") transmission easement and is governed by a Right-of-Way Consent Agreement between the VILLAGE and FPL dated November 5, 2015. To the extent of any conflict between this Lease Agreement and the Right-of-Way Consent Agreement, the Right-of-Way Consent Agreement controls.
6. The LESSEE acknowledges and understands that the electrical facilities and appurtenances installed or to be installed by FPL within the FPL transmission easement are of high voltage electricity and the LESSEE agrees to use all safety and precautionary measures when using the Facility.
7. No washing (including pressure washing) of vehicles, boat/vessel trailers or vessels within the Facility or other area within the FPL transmission easement shall be permitted with the exception of the wash down area at the Facility. The wash down area shall be used solely to wash vehicles or vessels that have leased parking spaces within the Facility.
8. No person shall climb on top of any vehicle, boat/vessel trailer, vessel, or structure within the Facility or other area within the FPL transmission easement.
9. No person shall either permanently or temporarily live (i.e., overnight), reside, lodge, camp or "hang out" in a vehicle, boat/vessel trailer or vessel parked within the Facility, or in any other area within the Facility or the FPL transmission easement.
10. No flags, antennas, satellite dishes or other objects shall extend above the top of the roof any vehicle or boat/vessel trailer or above the top of a vessel while the vehicle or vessel is inside the Facility or other area within the FPL transmission easement.

11. The maximum height of all vehicles, and vessels on trailers (including a fully erected mast) within the Facility or other area within the FPL transmission easement shall be limited to 12-feet as prescribed per Table 3-2, Design Vehicles, of the Florida Department of Transportation Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways.
12. The VILLAGE or FPL from time-to-time may require the relocation or removal of the recreational vehicles, boats and/or boat/vessel trailers from the parking spaces and areas within the Facility, which interfere with or prevent the VILLAGE or FPL, in their sole opinion, from properly and safely constructing, improving or maintaining respective facilities. Relocation or removal of the vehicle, boats and/or boat/vessel trailers shall be made at the sole cost and expense of the LESSEE and at no cost and expense to the VILLAGE and FPL.
 - a. Non-emergency Relocation or Removal: In the event a removal or relocation of vehicles/boats/trailers is needed for the performance of routine maintenance activities by the VILLAGE or FPL, the VILLAGE shall provide the LESSEE with ten (10) days' written notice that the vehicles, boats and/or boat/vessel trailers need to be removed from the Facility or relocated within the Facility. If the LESSEE, for any reason, fails to make such relocation or removal within the time stated, the VILLAGE or FPL retains the right to enter the Facility and make the relocation or removal from the parking spaces and other areas, and the LESSEE agrees to reimburse the VILLAGE or FPL for any and all costs, fees and expenses associated with such relocation or removal upon demand. The VILLAGE and FPL shall not be responsible for any damage caused by any removal or relocation. The VILLAGE shall endeavor to provide the LESSEE with written notice as to when the vehicle, boat and/or boat/vessel trailer may return to the Leased Parking Space. The LESSEE shall not be entitled to any rent abatement for relocation of the vehicle, boat and/or boat/vessel trailer within the Facility; and further, shall not be entitled to any rent abatement for removal of the vehicle, boat and/or boat/vessel trailer from the Facility unless such removal is made by the LESSEE, is for a period of more than thirty (30) days, and the VILLAGE has not provided alternative space. In such event, the LESSEE shall be entitled to rent abatement until the vehicle, boat and/or boat/vessel trailer may return to the Facility. The VILLAGE shall be entitled to pursue all available remedies at law or in equity against the LESSEE to enforce this provision.
 - b. Emergency Relocation or Removal: In the event of an emergency, which shall be determined in the VILLAGE or FPL's sole discretion, the VILLAGE or FPL retains the right to enter the Facility and immediately remove or relocate the vehicles, boats and/or boat/vessel trailers. The VILLAGE shall endeavor, but is not required to, give the LESSEE written notice prior to the removal or relocation. The LESSEE agrees to reimburse the VILLAGE or FPL for any and all costs, fees and expenses associated with such relocation or removal upon demand. The VILLAGE and FPL shall not be responsible for any damage caused by any removal or relocation. The VILLAGE shall endeavor to provide the LESSEE with written notice as to when the vehicle, boat and/or boat/vessel trailer may return to the Leased Parking Space. The LESSEE shall not be entitled to any rent abatement for relocation of the vehicle, boat and/or boat/vessel trailer within the Facility; and further, shall not be entitled to any rent abatement for removal of the vehicle, boat and/or boat/vessel trailer from the Facility unless such removal is made by the LESSEE, is for a period of more than thirty (30) days, and the VILLAGE has not provided alternative space. In such event, the LESSEE shall be entitled to rent abatement until the vehicle, boat and/or boat/vessel trailer may return to the Facility. The VILLAGE shall be entitled to pursue all available remedies at law or in equity against the LESSEE to enforce this provision.
13. The LESSEE shall not create any environmental, dangerous or hazardous conditions at the Facility. The LESSEE agrees that it will not use the Facility in any manner which, in the opinion of the VILLAGE or FPL, may tend to interfere with the VILLAGE's use of the Facility and FPL's use of the transmission easement, or may tend to cause an environmental, dangerous or hazardous condition to exist. The LESSEE agrees that no hazardous substance (normal amounts of gasoline present in vehicle and vessel gas tanks is excluded), as the term is defined in Section 101 (140) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC § 9601[14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored at the Facility. The LESSEE agrees that in the event it should create an environmental, dangerous or hazardous condition, then upon written notification by the VILLAGE, the LESSEE

shall, within forty-eight (48) hours, at its sole cost and expense, correct such condition or situation; provided however that the VILLAGE or FPL retains the right to enter the Facility and correct any such condition or situation at any time and, the LESSEE agrees to reimburse the VILLAGE or FPL for any and all costs and expenses associated with the correction of such condition or situation upon demand. The VILLAGE shall be entitled to pursue all available remedies at law or in equity against the LESSEE to enforce this provision.

14. The LESSEE shall maintain the Leased Parking Space clean and free of debris and trash.
15. All vehicles and vessels shall be kept in an operable, well-maintained condition including, but not limited to, inflated tires, no oil or other fluid leaks, working motors, current vehicle registration, tags and insurance. The Facility and Leased Parking Spaces shall not be used for the parking and/or storage of abandoned, junked, deteriorated or burnt recreational vehicles, boats and boat/vessel trailers.
16. Recreational vehicles, boats and/or boat/vessel trailers shall not be parked overhanging into grassed and/or landscaped areas or in the right-of-way in order to accommodate safe and proper traffic flow, and regular maintenance of the Facility by the VILLAGE.
17. The LESSEE shall not park a recreational vehicle, boat and/or boat/vessel trailer in a manner that infringes on or interferes with the use of another parking space or area of the Facility.
18. The LESSEE shall not destroy, deface, damage, impair, alter, modify or remove any part of the Facility, nor permit any other person to do so. Should the LESSEE cause damage to any portion of the Facility including, but not limited to, landscaping, sprinkler systems, gates and fencing, light poles, and asphalt, the VILLAGE shall invoice the LESSEE and the LESSEE shall pay for the cost of repair and/or replacement of the damaged materials upon demand.
19. The operation of a business from the Facility, the storage of commercial materials and/or supplies of any kind, and the dumping of debris, trash, used supplies, oil or any other materials within the Facility is prohibited.
20. No maintenance or repairs to the vehicle, boat or boat/vessel trailer authorized by the Lease Agreement, or to any other vehicle, within the confines of the Facility shall be permitted, other than the re-charging of a battery or changing of a flat tire.
21. No permanent or temporary coverings extending over the recreational vehicle, boat or boat/vessel trailer shall be permitted.
22. The LESSEE shall not keep or allow pets to be present at the Facility.
23. The LESSEE shall act in a manner that does not unreasonably disturb any neighbors, or constitute a breach of the peace.

EXHIBIT "B"

RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS AGREEMENT & COVENANT NOT TO SUE

This Release, Waiver of Liability, Hold Harmless Agreement and Covenant Not to Sue was read, understood and signed on this ___ day of _____, 20___ by:

NAME: _____ (Please print clearly)

ADDRESS: _____

CITY: _____ STATE: _____

(hereinafter, referred to as "Participant") and given to Florida Power & Light Company ("FPL"), along with its officers, directors, affiliates, parent companies, associated companies, board members, supervisors, agents, servants or employees (collectively referred to here as the "Company"), a corporation organized and existing under the laws of the State of Florida with its principal business office located at 700 Universe Boulevard, Juno Beach, Florida 33408. This Release, Waiver of Liability, Hold-Harmless Agreement and Covenant Not to Sue shall remain in force and effect from the date above continuing in perpetuity.

In consideration of Participant being permitted to place a vehicle within the FPL transmission right-of-way located at _____, the undersigned, for himself or herself, and his or her personal representatives, heirs and next of kin, clearly and unequivocally releases, waives, discharges and covenants not to sue the Company from all liability to the undersigned Participant and the undersigned Participant's personal representatives, assigns, heirs and next of kin, for any and all loss or damage, any claims based on negligence or other tort, and any claims or demands for the same on account of injury to the person or property of the undersigned or resulting in death of the undersigned, whether caused by the negligence of the Company or otherwise, while the undersigned operates or parks a vehicle within said right-of-way.

Participant agrees that consideration for this Release, Waiver of Liability, Hold-Harmless Agreement and Covenant Not to Sue has been given by Company. Participant understands and agrees that Company is not in the business of providing a recreational activity. The undersigned assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of Company, or otherwise, while parking or operating a vehicle within the right-of-way. The undersigned acknowledges and agrees that placing a vehicle within the FPL transmission right-of-way, may be dangerous if the rules are not strictly followed, and involves the risk of serious injury or death and/or property damage. The undersigned further agrees that the foregoing Release, Waiver of Liability, Hold-Harmless Agreement and Covenant Not To Sue is intended to be as broad as inclusive as is permitted by the law of Florida, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant shall indemnify and hold Company harmless against all claims caused by the Participant while parking or operating a vehicle within the FPL transmission right-of-way resulting from any act or negligence of the Participant or any officer, agent, employee, guest, or invitee of Participant, and from all costs, attorney's fees (whether at trial or on appeal), and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Company by reason of such claims, Participant, on notice from Company, shall defend the action or proceeding at Participant's expense by counsel reasonably satisfactory to Company. Any litigation resulting from the said parking or operation shall be brought in Palm Beach County, Florida and Florida law shall apply to all matters between the Participant and the Company.

The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. By signing below, I acknowledge that I have read this Release, Waiver of Liability, Hold-Harmless Agreement and Covenant Not to Sue. Any questions I had about the important rights I am giving up in order to park or operate a vehicle have been either explained to me or I understand from my own knowledge. I agree that the language in this document is unambiguous and does not violate any public policy I am aware of.

Dated: _____

Signed: _____