

**EXHIBIT A**  
**RATES AND SERVICES ADDENDUM**

This Rates and Services Addendum (“Addendum”) supplements the Master Services Agreement between BEEFREE, LLC (“BEEFREE”) and MIAMI LAKES (“TOWN”), made and entered into on November \_\_\_\_, 2017 (the “Agreement”). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and TOWN (collectively, the “Parties”), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Addendum shall commence on **November 1, 2017**, and shall remain in full force and effect until **October 31, 2019** (the “Term”), unless terminated sooner pursuant to the terms of the Agreement.

TOWN, by action of the Town Manager, will have three (3) options to extend the Term for additional periods of one (1) year each, subject to continued satisfactory performance as determined by the Town Manager, and to the availability and appropriations of funds. Should TOWN wish to exercise its option to extend the Term, it shall notify BEEFREE in writing at least ninety (90) days prior to the expiration of the preceding Term.

2. **Services.** This Addendum is limited in scope to the following services (the “Services”), which BEEFREE agrees to provide to TOWN at the rates specified herein (the “Rates”):
  - a. BEEFREE will provide two (2) “Freebee” 2017 E6 Electric vehicles with full doors and windows dedicated to TOWN (the “Vehicles”) for the duration of the Term. At least one of the Vehicles dedicated to TOWN will be wheelchair accessible in compliance with the requirements of the Americans with Disabilities Act (“ADA”).
  - b. BEEFREE will operate two (2) of the Vehicles within TOWN’s designated service area at all times during TOWN’s operating hours (weather and conditions permitting) with the only exception being when a driver takes their thirty (30) minute lunch, during which one (1) vehicle will be in operation and BEEFREE will take all reasonable steps to limit this downtime in service. TOWN’s base operating hours are from 8:00am to 3:00pm, Monday through Friday. TOWN reserves the right to increase the service hours and number of Vehicles during the term of the Agreement. BEEFREE agrees that at all times during TOWN’s operating hours, at least one (1) Vehicle in compliance with ADA requirements will be available to accommodate passengers upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
  - c. BEEFREE will provide drivers for the Vehicles, who will act as brand ambassadors for the Town of Miami Lakes and will communicate public service announcements as may be communicated by TOWN to BEEFREE from time to time.
  - d. Prior to the beginning of the Term, BEEFREE will deliver to TOWN one (1) fast charger for charging the Vehicles.
  - e. Prior to the beginning of the Term, BEEFREE will add TOWN as an additional insured on BEEFREE’s automobile insurance policy (of at least \$1 million), on BEEFREE’s general liability policy (of at least \$3 million), and on BEEFREE’s workers’ compensation policy (of at least \$500,000), and in compliance with Florida State Law. TOWN will remain as an additional insured on said policies throughout the Term. BEEFREE will provide TOWN with Certificates of Insurance reflecting the above stated policies within ten (10) business days of written request from TOWN. BEEFREE will provide not less than twenty (20) business days’ written notice before any policy or coverage is cancelled, restricted, or a material change is made.

- f. BEEFREE will assist TOWN in developing a marketing plan to encourage ridership on the Vehicles during the Term by creating a complimentary promotional video and promotional brochures at no additional cost to TOWN.
  - g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide TOWN with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
- 3. **Compensation & Rates.** As consideration for the Services listed above, TOWN shall pay BEEFREE at the following Rates:
  - a. TOWN shall pay an hourly rate of \$33.88 per Vehicle. TOWN guarantees a minimum of thirty-five (35) hours per Vehicle per week as a base for operations. Any additional hours, previously approved by TOWN, will be billed at a maximum of \$33.88 per Vehicle.
- 4. **Payment Terms.** TOWN agrees to pay the Rates in installments, as follows:
  - a. First payment of **\$61,666.67** to BEEFREE upon execution of this Addendum, which shall apply towards the initial six (6) months of base services;
  - b. After the initial six (6) months of Services, BEEFREE shall invoice the Town once per month for all Services provided during the prior month.
  - c. TOWN will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. All payment(s) shall be made in accordance with the State of Florida Government Prompt Payment Act.
  - d. With each invoice to TOWN, BEEFREE will attach a record of invoices for any advertising agreements entered into in connection with the Vehicles as backup to support any credit to TOWN. However, BEEFREE shall be under no obligation to make any payment or provide any credit to TOWN until such time, and only to the extent, that payment of an invoice for advertising on the Vehicles is actually received by BEEFREE.
- 5. **Additional Terms.**
  - a. Should this Addendum terminate at any time prior to the sixth full month of Services, the TOWN's first payment of \$61,666.67, as set forth in Section 4.a above, will be reimbursed to the TOWN by BEEFREE in a pro-rated amount, for that portion of the initial six (6) months of Services in which the Services are not performed following the date of termination.
  - b. TOWN's operating hours, as contemplated in Section 2.b. above, will be established in a writing acquiesced to by the Parties prior to the beginning of the Term, and may be modified by subsequent agreements of the Parties as ridership data becomes available throughout the Term. TOWN reserves the right to adjust the hours and timing based on actual demand, subject to adherence with the terms set forth in Section 3.a. above.
  - c. TOWN shall be responsible for installation and maintenance of the fast chargers and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
  - d. If at any time during the Term TOWN determines that a BEEFREE employee assigned to drive the Vehicles is not providing satisfactory service, TOWN shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets TOWN's standards. Any such request shall be made by TOWN to BEEFREE in writing, and shall state the reason(s) for TOWN's request in detail

sufficient to apprise BEEFREE of the basis for TOWN's request. BEEFREE shall take action to comply with any reasonable request within seven (7) days of receiving such written notice from TOWN.

- e. If at any time during the Term TOWN determines that any part of a Vehicle is in disrepair, TOWN shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall repair or replace any such part identified by TOWN within seven (7) days of receiving notice from TOWN.
- f. BEEFREE will operate the Vehicles in TOWN's designated service area as delineated in the attached map.
- g. TOWN will provide two (2) covered and secured parking spaces for the Vehicles for the duration of the Term at no cost to BEEFREE.
- h. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and TOWN, with each entitled to 50% of advertising revenue that is generated and actually received by BEEFREE. TOWN shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder, subject to the terms set forth in Section 4.d. above. At any time, TOWN may request copies of advertising agreement entered into for the placement of advertising on the Vehicles and BEEFREE will furnish said copies within fifteen (15) business days. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and TOWN expressly acknowledges that no such guarantee has been made by BEEFREE.

**IN WITNESS WHEREOF**, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

Witness:

Signed, sealed and witnessed in the presence of:

As to **BEEFREE**:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

