



### **South Walton Beach Service Association Service Agreement**

At certain Walton County, Florida public beach accesses the South Walton Beach Service Association (SWBSA) holds and maintains the exclusive contract with the Walton County Board of County Commissioners to be the beach services provider of beach chairs and umbrellas.

#### **At all SWBSA contracted locations, the SWBSA:**

- Will provide an attendant(s) 7 days per week from March 1st to October 31st from a minimum of 8:00 am to 5:00 pm, excluding times of inclement weather.
- The SWBSA will maintain liability insurance.
- The SWBSA will put out chairs and umbrellas for current permitted Walton County Florida beach vendors that the beach vending company has rented to their guests as they arrive at the beach location.
- The SWBSA will pick up chairs and umbrellas as the guest departs.
- The SWBSA will only allow for equipment to be put out by their attendant(s) after the SWBSA Service Agreement is signed by an authorized executive of their business.
- The SWBSA will provide a concise order form or reporting system for vending companies to electronically report their upcoming rentals to the SWBSA by location.
- The SWBSA will set up and break down authorized beach vending company's beach rental sets when they have signed the Service Agreement, have an electronic record of the customer rental, and have the beach vending companies chairs stored at the toe of the dune in a beach box.
- The SWBSA will bill each permitted Walton County beach vendor who has utilized the SWBSA contracted beach location as follows:
  - Will be billed by the SWBSA by the 15th of each month electronically, for the previous month's service.
  - The vendor who utilized the SWBSA contracted beach location for that given month will pay for the operational costs of that beach as a proportion to the number of sets they had rented by days at that location for that period per the electronic reporting. These overall costs will be communicated by the SWBSA.
  - The vendor must pay their bill by the 15th of the following month following receipt of their bill. For example, June services will be billed by July 15th and will be due to the SWBSA on August 15th.
  - Failure to pay the outstanding bill by the noted due date will result in an immediate suspension of services from the SWBSA until the bill is paid in full.
  - SWBSA will communicate the given fee overall per month for each access. The fee per month may vary.

**At these SWBSA contracted locations, the current permitted Walton County beach vendor who signs and agrees to this service agreement:**

- Will be a current permitted Walton County beach vendor that always holds the necessary insurance requirements of Walton County to be a permitted beach vendor.
- Will not set up or break down their sets, or anyone other companies sets, on the SWBSA contracted beach.
- Will use the SWBSA order form in a timely manner to communicate their upcoming order of beach service sets for their customer.
- Will pay in full in a timely manner the invoice that is owed, knowing that if the bill is not paid by the due date the SWBSA will suspend service to that company.
- Will remove sets from the SWBSA storage boxes when no foreseeable service is upcoming or when the SWBSA requests the removal of excess sets from the storage box. If sets are not removed within 24 hours of the SWBSA request, sets may be placed outside of the storage box which may be a violation of the Walton County Code.
- Will execute a new service agreement annually, as each service agreement only lasts for one calendar year, for example, the calendar year of 2021.
- The vendor may cancel chair and umbrella orders, and not be billed, as long as notice has been given in writing to [info@swbsa.org](mailto:info@swbsa.org) by 6:00 pm CST the day before service is scheduled.

Should any dispute arise out of this Agreement, the prevailing party to said dispute shall be entitled to reimbursement of its reasonable attorney's fees and costs, including those fees and costs incurred on appeal and/or litigate the amount of fees/costs due to the prevailing party.

\_\_\_\_\_  
Beach Vending Company Name (Printed)

\_\_\_\_\_  
Walton County Beach Vending Permit #

\_\_\_\_\_  
Beach Vending Company Executive Name (Printed)

\_\_\_\_\_  
Beach Vending Company Executive (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
SWBSA Executive Name (Printed)

\_\_\_\_\_  
SWBSA (Signature)

\_\_\_\_\_  
Date