

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** ("Agreement"), entered into this \_\_\_\_\_, 2017,  
by and between:

CITY OF POMPAÑO BEACH, a municipal corporation located in Broward County, Florida  
(hereinafter "CITY"),

and

PBFC PAL HAMMERHEADS INC., a Florida non-profit corporation (hereinafter  
"LICENSEE").

WHEREAS, LICENSEE is an organized non-profit recreation group which provides volunteer leadership, administration and coaching services to competitive youth soccer leagues in the community; and

WHEREAS, the CITY recognizes LICENSEE as providing a valuable service to the community through its extensive use of volunteers and attendant resources; and

WHEREAS, LICENSEE is able and prepared to provide the services and the insurance set forth in the below Articles and Exhibits A and B; and

WHEREAS, subject to the terms of this Agreement, LICENSEE may use the multi-purpose field at Community Park and the football/soccer field at North Pompano Park owned and maintained by the CITY (hereinafter collectively the "CITY PROPERTIES") to provide the leadership, administrative and coaching services to the local competitive youth soccer program (the "Program" as further detailed in Exhibit A); and

WHEREAS, the CITY has determined entering into this License Agreement with LICENSEE is in the best interest of the public; and

WHEREAS, the CITY and LICENSEE desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings,

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, the CITY and LICENSEE agree as follows.

### **ARTICLE 1 REPRESENTATIONS**

A. **Representations of CITY.** CITY makes the following representations to LICENSEE which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Recreation Programs Administrator.

B. **Representations of LICENSEE** makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. PBFC PAL Hammerheads, Inc. is a Florida non-profit corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of LICENSEE is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSEE or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all professional services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement will be the skill and care used by other professional concessionaires currently practicing under similar circumstances in the same locality.

7. CITY shall be entitled to rely upon the professional and technical skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

8. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a reputable manner.

## **ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING**

This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the CITY Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSEE's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

## **ARTICLE 3 TERM AND RENEWAL**

The CITY hereby engages LICENSEE to serve as its Program Administrator for the competitive youth soccer program to be offered at the CITY PROPERTIES for a one year term.

## **ARTICLE 4 RESPONSIBILITIES OF LICENSEE**

LICENSEE shall provide the leadership, administrative and coaching services, per Exhibit A, attached hereto and by reference incorporated herein and made a part hereof, consistent with policies adopted by CITY which specifically require LICENSEE to at all times perform its obligations under this Agreement in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated. LICENSEE agrees to follow the policies and directives of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.

1. LICENSEE shall plan, administer and coordinate all aspects of the competitive youth soccer leagues at the CITY PROPERTIES, including supervising all LICENSEE's coaches, employees, volunteers and other representatives or agents. Furthermore, LICENSEE shall develop, organize and promote the competitive youth soccer leagues, tournaments, socials and member relations at the CITY PROPERTIES
2. In addition to providing items for public sale, LICENSEE may provide other services associated with administering a competitive youth soccer league. LICENSEE's provision of all merchandise and services at CITY PROPERTIES, including private and group soccer lessons, shall be offered at competitive prices for the Broward County area which must be pre-approved in writing by the CITY's Recreation Programs Administrator.
3. LICENSEE shall be responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed against CITY or LICENSEE as a result of LICENSEE's provision of services or sale of merchandise under this Agreement.
4. LICENSEE is responsible for hiring and managing its own administrative and coaching staff, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.
5. LICENSEE shall be solely responsible for compensating its administrative and coaching staff and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.
6. LICENSEE shall be responsible to ensure that all its administrative and coaching staff, employees, volunteers and other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.
7. LICENSEE shall promptly respond to complaints from the CITY and patrons of the CITY PROPERTIES regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.
8. LICENSEE shall develop submit a public event application, when applicable, which covers the concerns, comments and approvals from Broward Sheriff's

Office, CITY's Public Works, Fire Rescue, Risk Management and City Manager.

9. LICENSEE shall develop a comprehensive soccer lesson program for individuals of both sexes under the age of eighteen (18) which shall include individual, group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the two CITY PROPERTIES included herein, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional fields or facilities.

10. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the CITY PROPERTIES in good and safe condition.

11. LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the CITY of Pompano Beach as may now exist or as may hereafter be adopted. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the CITY of Pompano Beach, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE's provision of goods and services under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

12. LICENSEE shall give the CITY prompt written notice of any accidents occurring at the CITY PROPERTIES in which damage to property or injury to a person occurs.

13. LICENSEE shall be responsible for repayment of any damages to the CITY PROPERTIES as a result of activities within 30 days of receipt of an invoice from the CITY.

14. Permits and Authorizations. The LICENSEE shall obtain all required federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this Agreement. A delay in obtaining permits shall not give rise to a claim by the LICENSEE for additional compensation. If the LICENSEE is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this Agreement, each party to bear its own costs, despite any other provisions of this Agreement to the contrary.

## **ARTICLE 5 RESPONSIBILITIES OF CITY**

A. CITY is responsible to maintain the CITY PROPERTIES and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with the use of the CITY PROPERTIES for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of the CITY PROPERTIES due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

## **ARTICLE 6 ACCOUNTING AND RECORD KEEPING PROCEDURES**

A. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

B. LICENSEE shall make available at reasonable time for CITY's examination all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents attendant to LICENSEE 's provision of goods and services under this Agreement.

C. LICENSEE and its employees shall maintain a daily log that provides the names, dates, times and location of all youth soccer participants utilizing the CITY PROPERTIES which shall at all times be available to CITY personnel.

### **D. Public Records**

1. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records required by the CITY in order to perform the service.

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CITY.

d. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the Contractor, or keep and maintain public records required by the CITY to perform the service. If the Contractor transfers all public records to the CITY upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

2. Failure of the Contractor to provide the above described public records to the CITY within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

## **ARTICLE 7 CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTIES**

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the CITY PROPERTIES for special group functions upon reasonable written notice to LICENSEE.

## **ARTICLE 8 LICENSEE'S INDEMNIFICATION OF CITY**

A. LICENSEE shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the CITY PROPERTIES.

B. LICENSEE shall be solely responsible for insuring all stock and inventory at the CITY PROPERTIES against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the CITY PROPERTIES and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the CITY PROPERTIES.

## **ARTICLE 9 INSURANCE**

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form, Exhibit B, attached hereto and by reference incorporated herein and made a part hereof. LICENSEE shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager.

## **ARTICLE 10 INDEPENDENT CONTRACTOR**

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee.

## **ARTICLE 12 DEFAULT AND DISPUTE RESOLUTION**

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.



B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 17 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar day of receipt or the alleged default has not been remedied within ten (10) calendar days after written notice of same and is continuing, either party may appeal in writing to the CITY Manager for the CITY in accordance with Article 17 herein.

Upon receipt of said written appeal or demand, the CITY Manager for the CITY may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the CITY Manager's receipt and timely review of the disputed matter, the CITY Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the CITY Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 14 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by LICENSEE.

### **ARTICLE 13 TERMINATION**

CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to LICENSEE in accordance with Article 17 herein. LICENSEE may terminate this Agreement, in whole or in part, for cause, default or negligence upon forty-five (45) day advance written notice to CITY in accordance with Article 17 herein.

### **ARTICLE 14 EQUAL OPPORTUNITY EMPLOYMENT**

LICENSEE agrees not to discriminate against any of LICENSEE's or the CITY's employees under this Agreement because of race, color, religion, sex, age, national origin or disability.

### **ARTICLE 15 PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

### **ARTICLE 16 NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

**For CITY:**

CITY Manager  
City of Pompano Beach  
P.O. Drawer 1300  
Pompano Beach, Florida 33061  
[greg.harrison@copbfl.com](mailto:greg.harrison@copbfl.com)  
(954) 786-4601 office  
(954) 786-4504 fax

**With a copy to:**

Recreation Program Administrator  
City of Pompano Beach  
1801 NE 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
[mark.beaudreau@copbfl.com](mailto:mark.beaudreau@copbfl.com)  
(954) 786-4191 office  
(954) 786-4113 fax

**For LICENSEE:**

James R. Elder, President  
PBFBC PAL Hammerheads, Inc.  
2049 Windward Drive  
Lauderdale by the Sea, FL 33062  
[PBFC2007@aol.com](mailto:PBFC2007@aol.com)  
(954) 941-4038 phone

**ARTICLE 17  
GOVERNING LAW AND VENUE**

The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 18  
CONTRACT ADMINISTRATOR**

The CITY's Recreation Program Administrator or his/her designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

Unless otherwise provided for in writing by James R. Elder shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

#### **ARTICLE 19 NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at the CITY's sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### **ARTICLE 20 ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

#### **ARTICLE 21 FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or LICENSEE are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

## **ARTICLE 22 WAIVER AND MODIFICATION**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

## **ARTICLE 23 RELATIONSHIP BETWEEN THE PARTIES**

LICENSEE is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of its time and skill as does not interfere with its obligations hereunder.

## **ARTICLE 24 MISCELLANEOUS TERMS AND CONDITIONS**

A. Upon execution of this Agreement, LICENSEE shall provide the CITY's Recreation Programs Administrator a current membership roster; practice, game, tournament and public event schedule; and a list of any special services requested from the CITY for that calendar year. In addition, to the extent possible, LICENSEE is required to provide written notification to CITY thirty (30) days in advance of any subsequent schedule changes.

B. Contractor shall ensure that at least fifty one (51) percent of the roster enrolled in the program are current Pompano Beach City residents. A quarterly report of the roster shall be provided to the Recreation Programs Administrator. Failure to provide the report or meet stated goal may be subject to termination of this agreement.

C. LICENSEE shall utilize the CITY PROPERTIES exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the CITY PROPERTIES to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

D. For each soccer coach, at LICENSEE's sole expense and prior to allowing any of its coaches to provide services at CITY PROPERTIES, LICENSEE shall (i) provide the CITY's Recreation Programs Administrator a written background check from U.S. Soccer or (ii) allow the CITY to conduct its own background check. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

E. LICENSEE, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron, or member of the public on the basis of race, creed, religion, age, sex, disability or national origin.

F. Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide sixteen (16) hours of youth instruction each year of this Agreement.

## **ARTICLE 25 SEVERABILITY**

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 26 APPROVALS**

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

## **ARTICLE 27 ABSENCE OF CONFLICTS OF INTEREST**

LICENSEE represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. LICENSEE further represents no person having any interest shall be employed or engaged by it for said performance.

LICENSEE shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that

may influence or appear to influence LICENSEE's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that LICENSEE intends to undertake and shall request the CITY's opinion as to whether such association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by LICENSEE.

## **ARTICLE 28 BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

## **ARTICLE 29 NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

## **ARTICLE 30 LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the Community Park fields at 1700 NE 8<sup>Th</sup> Street and North Pompano Park at 4400 NE 18 Ave, but rather a license granted to LICENSEE by CITY.

## **ARTICLE 31 ENTIRE AGREEMENT AND INTERPRETATION**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein

shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as CITY Manager and **ASCELETA HAMMOND** as CITY Clerk of the CITY of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



**"CONTRACTOR"**

PBFC PAL HAMMERHEADS, INC., a Florida non-profit corporation

Witnesses:

Sharquanette Walker

(Print or Type Name)

Scott R Moore

(Print or Type Name)

By: James R Elder

Print Name: James R. Elder

Title: President

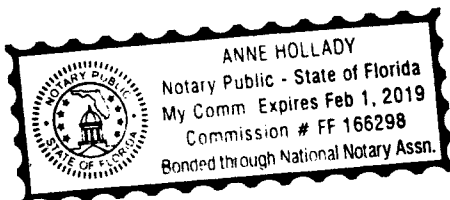
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of March, 2017, by James R. Elder, as President of PBFC Hammerheads, Inc., a Florida non-profit corporation. (He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA



Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298  
Commission Number