

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017, by and between the **CITY OF POMPANO BEACH**, a Florida municipal corporation, hereinafter referred to as "LICENSOR" or "CITY," whose address for purposes of notice under this Agreement is 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060 and the **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes hereinafter referred to as "Licensee" or "CRA," and whose address is 100 West Atlantic Boulevard, Room 276, Pompano Beach, Florida, 33060.

WITNESSETH

WHEREAS, the CITY is the owner of certain real property located at 520 MLK Jr. Boulevard, Pompano Beach, Florida, known as the E. Pat Larkins Community Center, 520 MLK Jr. Boulevard, Pompano Beach, Florida (the "Property"); and

WHEREAS, located within the Property is a commercial kitchen (the "Premises") and

WHEREAS, LICENSEE, pursuant to its community redevelopment plan (the "NWCRA Plan") desires to establish a culinary kitchen incubator program (the "Program"); and

WHEREAS, LICENSEE would like to use the Premises for the Program; and

WHEREAS, the CITY and LICENSEE desire to enter into this Agreement to set forth the duties and obligations relating to use of the Premises.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **PREMISES.** CITY licenses to LICENSEE non-exclusive use of the Premises. Non-exclusive use means that the CITY will use its best efforts to make the Premises available to LICENSEE as needed; however, LICENSEE acknowledges that such use may be affected by use of the space for CITY purposes.

2. **PURPOSE.** The Premises shall be used for development and operation of a culinary kitchen incubator program as identified in the scope of authorization ("Scope") attached to this Agreement as Exhibit "A."

3. **TERM.** The term of this Agreement is for the period of one (1) year commencing on the date this Contract is fully executed by both parties (the "Term"). The Term may be extended by an additional two (2) periods of one (1) year upon written consent of both the City and the LICENSEE.

4. FEE. There shall be no fee associated with LICENSEE'S use of the Premises.

5. ACCEPTANCE OF PREMISES. LICENSEE acknowledges that it has made a thorough and complete inspection of the Premises, is fully advised of the condition, nature of construction and state of repair, and fully accepts the Premises in the present "as in" condition.

6. NO LIENS CREATED. LICENSEE covenants and agrees that LICENSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the Property or the Premises. Should any such lien be filed against CITY, LICENSEE shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. LICENSEE shall not be deemed to be the agent of CITY under any term, paragraph, condition or covenant of this Agreement.

7. TAXES AND EXPENSES. Except as otherwise provided in this License Agreement, LICENSEE shall not be obligated to pay real and personal property taxes, tangible or intangible taxes, sales taxes, assessments, utilities, insurance premiums, occupational licenses and other similar expenses for the Premises.

8. OPERATION.

Hours. LICENSEE agrees that the Premises will only be used in connection with the Program during the hours identified in the Scope.

Project Supervision. At all times, LICENSEE shall be responsible for supervising the Program.

Premises Restrictions. Use of the Premises is expressly restricted to the Program on behalf of the CRA. No private use of the Premises is permitted. LICENSEE shall be responsible for compliance with all terms and conditions of this License Agreement by each participant of the Program.

9. OPERATING COSTS.

A. LICENSEE agrees to pay promptly all operating costs incurred as a result of LICENSEE's use of the Premises, which are not by this Agreement an expense of the CITY, as listed in Exhibit D, attached hereto and by reference incorporated herein and made a part hereof.

B. LICENSEE shall deposit all garbage and trash generated by its operations on a daily basis in enclosed containers located on the Premises. LICENSEE shall provide for removal, at LICENSEE's cost, of any garbage and trash that does not fit within the enclosed containers located on the Premises. Said garbage and trash shall be properly disposed and not be left on the Premises.

10. IMPROVEMENTS. No improvements shall be made to the Premises by LICENSEE, unless such improvements are expressly authorized by CITY in writing and made at LICENSEE's sole expense.

A. Any improvements to the Premises by LICENSEE shall only be done by properly licensed persons in accordance with federal, state and local laws and ordinances.

B. LICENSEE and any subcontractors shall be responsible for obtaining and paying for all required permits.

11. REPAIRS, MAINTENANCE AND SURRENDER.

A. LICENSEE agrees at its expense to keep, maintain, and clean the Premises after every use, except as provided otherwise herein, in the same state of repair and condition as existed on the date of commencement of this Agreement, reasonable wear and tear expected. Such maintenance shall include, but not be limited to, cleaning windows, wiping tables, chairs, and equipment and washing floors.

B. LICENSEE at its expense agrees to deliver to CITY, upon the termination of this Agreement, the Premises in the same state of repair and condition as existed on the date of commencement of this Agreement, reasonable wear and tear expected.

C. CITY shall make all interior repairs related to CITY's use, exterior repairs, including repairs of the roof and sidewalks, as well as repairs as required because of water entering the Premises from the roof or other parts of the building or from other causes not under the control of LICENSEE. CITY shall maintain the exterior and interior of the Property and Premises in good condition. CITY shall maintain the exterior of the Property so as to maintain the value of the capital asset in a manner consistent with generally accepted landlord/tenant responsibilities. LICENSEE shall promptly report, in writing, to CITY any defective or dangerous conditions known to LICENSEE.

D. CITY shall not be liable to LICENSEE for damage to property of LICENSEE resulting from CITY's acts, omissions or neglect in the maintenance and operation of the Premises and the Property. Property of the LICENSEE includes property of each Program participant during the Term.

12. POSSESSION. As indicated in Paragraph 1 above, use of the Premises is non-exclusive. LICENSEE shall give the CITY as much advance notice as possible of its need to use the Premises.

13. RETENTION OF RECORDS AND RIGHT TO ACCESS. LICENSEE shall maintain during the term of this Agreement all records relating to use of the Premises, including records created by each Program participant during the Term, in accordance with all state and local laws relating to public records.

14. INSURANCE. Throughout the term of this Agreement, LICENSEE shall maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. CITY acknowledges that because LICENSEE is a statutory agency, LICENSEE may have the option of self-funding the required insurance coverage and providing the CITY with a Certificate of Self-Insurance which meets the required limits.

15. ASSIGNMENT AND SUBLEASING. The LICENSEE shall not, without prior approval of the CITY, assign or transfer this Agreement nor any share, part or interest in it, nor any of the rights or privileges granted by it, nor enter into any contract requiring or permitting the doing of anything under this Agreement by an independent contractor unless otherwise expressly provided in this Agreement. LICENSEE further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Premises, with any individual, partnership or corporation without prior approval of CITY, it being understood that the only activity that LICENSEE may conduct directly or indirectly, alone or through others, on, upon or from the Premises and facilities located there, be they demised to the others or under the control of CITY, is as authorized under the terms of this Agreement.

16. LAWS, ORDINANCES, AND PUBLIC RECORDS.

A. LICENSEE agrees to comply with all applicable state statutes, Broward County and CITY ordinances, and any safety requirements of all federal, state and local governments. LICENSEE shall maintain all required licenses from governmental agencies in full force and effect during the term of this Agreement.

B. Both CITY and LICENSEE acknowledge they are public agencies subject to Chapter 119, Florida Statutes. CITY and LICENSEE shall comply with Florida's Public Records Law, as amended.

17. INDEMNIFICATION. To the extent permitted by Section 768.28, Florida Statutes, and without waiving any of the rights, privileges and immunities contained therein, LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officers, its authorized agents, and its employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this Agreement and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement. LICENSEE acknowledges that its use of The Community Center for no fee as provided in this Agreement, constitutes adequate consideration for the above indemnification.

18. OWNERSHIP AT TERMINATION. All non-moveable fixtures, alterations, improvements, structures, additions and modifications of every kind now existing or later erected, installed or placed within the Premises shall, at the end of the Term or earlier termination of this

Agreement, for any reason, be and become the property of CITY and shall be left in good condition and repair, ordinary wear and tear excepted, unless CITY at its option requires LICENSEE to remove all or a portion of same. In such event, LICENSEE at its sole expense shall promptly remove same. LICENSEE further agrees at its sole expense to promptly repair and restore all portions of the Premises to good condition upon such removal. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the Premises by LICENSEE and incapable of being removed without structural or functional damage to the Premises, becomes a part and parcel of them. Non-fixture property personally owned by LICENSEE at the expiration of the Term or earlier termination of this Agreement, for any reason, shall continue to be owned by LICENSEE, and at the time of such expiration or earlier termination, LICENSEE at its option, may remove all such property, provided LICENSEE is not then in default of any covenant or condition of this Agreement; otherwise, all property shall remain on the Premises until the damages suffered by CRA from any such default have been ascertained and compensated. Any damage to the Premises caused by the removal by LICENSEE of any such property shall be repaired by LICENSEE immediately at its expense.

19. DEFAULT. It is agreed that upon any default by LICENSEE in keeping and performing any and all terms and conditions of this Agreement to be kept and performed by LICENSEE, CITY may, at its option, declare this Agreement terminated and may, after thirty (30) days written notice to LICENSEE to cure such default, re-enter and take possession of the Premises and terminate this Agreement immediately. The power granted in this paragraph to the CITY is in addition to any other rights or remedies which CITY may have under the existing laws of the State of Florida with regard to the removal of tenants, distress or other legal recourse. All rights and remedies available to CITY may be exercised concurrently or separately.

20. NON-WAIVER. The failure of the CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements, or as a waiver of any other covenants, conditions and agreements.

21. DAMAGE TO PREMISES. In the event the Premises or the Property of which the Premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by CITY at its expense as soon as funds are available, but CITY shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by LICENSEE or others pursuant to this Agreement. The CITY will not be liable for damage to the Premises.

A. CITY may elect, at its sole option, not to repair or reconstruct the Premises and upon written notice of such election from CITY to LICENSEE, the obligation of LICENSEE, shall cease and this Agreement shall thereupon terminate. However, if CITY does not give notice of termination, LICENSEE's obligation shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for LICENSEE in continued operation of business.

22. NOTICE. The parties to this Agreement shall be contacted at the following addresses:

LICENSEE: Executive Director
Pompano Beach CRA
100 West Atlantic Boulevard, Room 276
Pompano Beach, Florida 33060

CITY: City Manager
City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33060

23. RIGHT TO ENTER. CITY may enter the Premises at any time, so long as the same does not unduly interfere with the LICENSEE's conduct of its regular occupancy. In the event of an emergency, CITY shall not be required to give LICENSEE notice prior to entering the Premises.

24. SIGNAGE. LICENSEE, may, at its own expense, erect or place a sign for the advertising of the Program at the Premises so long as same complies with all applicable governmental rules, regulations, and ordinances, including the CITY's Sign Code and so long as LICENSEE obtains prior written approval from the CITY as to size, location and content. Thereafter, LICENSEE shall maintain said sign in a good state of repair, and shall repair any damage to the sign.

25. INSPECTION. CITY reserves the right to inspect the Premises at all reasonable hours in order to ensure compliance with this Agreement and with leasing rules and regulations in force from time to time and posted in visible locations or given to LICENSEE. LICENSEE agrees to observe those rules and regulations in connection with the use of the property and LICENSEE's obligations and responsibilities under this Agreement.

26. RISK OF LOSS. CITY shall not be liable for any loss by reason of damage, theft or otherwise to the tools, equipment, contents, belongings and personal effects of the LICENSEE or LICENSEE's agents, employees, guests or visitors, including Program participants during the Term, located in or about the Property, or for damage or injury to LICENSEE or LICENSEE's agents, employees, guests or visitors, including Program participants, during the Term.

27. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. TERMINATION. This Agreement may be terminated without cause by either party with (30) day's written notice.

29. PARAGRAPH HEADINGS. Paragraph headings of this Agreement are not part of the substance of this Agreement and shall have no effect upon the construction or interpretation of any terms, conditions or part of this Agreement.

30. INTEREST. It is expressly understood and agreed that no real or personal property is leased to LICENSEE; that LICENSEE is a licensee, and not a tenant; that the LICENSEE's right to occupy the property is subordinate to CITY's (or any franchisee of CITY) use of the Premises.

31. CONFLICT. In the event of any conflict or inconsistency between the terms of this Agreement and the LICENSEE's Program, the terms of this Agreement shall control.

32. GOVERNING LAW. This Agreement shall be construed and enforced according to the laws of the State of Florida, notwithstanding conflict of law provisions of the State of Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be institute and maintained only in courts of competent jurisdiction in Broward County, Florida.

33. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement on the day and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

Approved as to form

Claudia M. McKenna, CRA Attorney

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name:_____

By: _____

_____(Print Name),
a managing member

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Witnesses:

CITY OF POMPANO BEACH

BY: _____
Lamar Fisher, Mayor

BY: _____
Greg Harrison, City Manager

Attest:

Asceleta Hammond, City Clerk

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, **GREG 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

L:AGR\CRA\2017-786