

## **REVOCABLE LICENSE**

**THIS LICENSE** is given and granted by **THE CITY OF LEESBURG, FLORIDA** (hereafter referred to as the "City"), to **LEESBURG HIGH SCHOOL ATHLETIC BOOSTER CLUB, INC.** (hereafter referred to as "Licensee"),

### **WITNESSETH:**

**THAT** the City owns the real property in Lake County, Florida, comprising Alternate Key Numbers 1265690 & 1353041 (hereafter referred to as the "Property") as shown on the Lake County Tax Roll. Licensee has requested that the City allow it to utilize the Property for the purpose of offering paid parking to the general public at the special event held annually in the City and known as "Leesburg Bikefest." The City has consented to the request of Licensee, subject however to the conditions and limitations set forth herein.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, and the sum of \$10.00 and other good and valuable considerations, in hand paid and given to the City by Licensee, the City hereby grants to Licensee a revocable license to use the Property under the following conditions:

1. Licensee is authorized to utilize the Property only during Leesburg Bikefest and not at any other time, absent express, written consent from the City for such other use. Licensee's use of the Property is limited to parking vehicles only, and Licensee shall not make any other use of the Property under this License.
2. Licensee is responsible for making any arrangements to render the Property suitable for public parking, at its sole expense, and shall clean up all trash and debris from the Property, and restore the Property to its original condition, promptly after the conclusion of Leesburg Bikefest. If any trash or debris is left behind on the Property after Leesburg Bikefest, the City has to take any steps to restore the Property to the condition it was in prior to Leesburg Bikefest, then the City shall be entitled to collect all such costs from Licensee upon demand.
3. Licensee shall bear sole responsibility, financial and otherwise, for compliance with the current Special Events Ordinance of the City with respect to all activities of Licensee on the Property.
4. All revenues generated from Licensee's use of the Property to park vehicles may be retained by Licensee and are not required to be shared with the City.
5. Licensee shall not carry on, or permit to be carried on at the Property, during the period of Licensee's use under this License, any activity which is unlawful, which may cause damage to the Property or the general public, or which in any way creates or has significant potential to create, any public or private nuisance or lead to any lawsuit or other legal claim against the City.
6. Licensee shall obtain public liability insurance against any and all claims and demands resulting from injuries received in connection with its use of the Property, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage for damages incurred or claimed for death or bodily injury, or for damages to property, with the City shown on the policy as an additional insured. The policy shall contain a waiver of subrogation in favor of the City and a certificate evidencing that this insurance coverage has been obtained and is in force shall be provided to the City before

Licensee or anyone acting on its behalf or with its permission enters onto the Property for any purpose connected with this License or Licensee's use of the Property under this License. The coverage shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida, with at least an "A" rating by A.M. Best.

7. Licensee will indemnify The City, and hold The City harmless, from and against all claims, debts, demands, or obligations, arising out of or in any way connected with Licensee's use and occupation of the Property, which may be made against The City, or The City's interest in the Property, excepting only those matters which are the direct (and not vicarious) and proximate result of the gross negligence or deliberate acts of The City, its agents, servants or employees. If it becomes necessary for The City to defend any action against it, seeking to impose any liability for which The City is entitled to indemnity under this provision, Licensee will pay not only any judgment entered against The City in such proceeding, but also all costs and attorney's fees incurred by The City in its defense of the proceeding.

8. Licensee may not make any alterations or improvements to the Property without the prior, written consent of the City and shall not suffer the imposition of any lien or encumbrance against the Property as a result of the acts or omissions of Licensee in its use of the Property under this License.

**9. EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LICENSE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PROPERTY, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE WAIVED BY LICENSEE, AND DISCLAIMED BY THE CITY, AND LICENSEE AGREES TO ACCEPT AND USE THE PROPERTY IN "AS-IS," "WHERE-IS" CONDITION, WITH ALL FAULTS.**

10. This License shall continue in force from year to year unless and until either party cancels this License without cause by giving the other party written notice at least 45 days prior to the date upon which cancellation is to take effect. Notices to Licensees shall be given at 903 County Road 468, Leesburg, Florida 34748. Notices to the City shall be given at 501 Meadow Street, Leesburg, Florida 34748 directed to the attention of the City Manager. Notice may be given by certified mail, return receipt requested, with all postage and fees prepaid; by Federal Express, UPS or other widely recognized overnight courier service, with all fees to be the responsibility of the party sending the notice; or by personal delivery. Notice given by mail shall be effective three business days after it is postmarked; notice by overnight courier service shall be effective on the next business day following placement of the notice in the hands of the courier service, properly addressed; and notice by hand delivery shall be effective upon actual delivery. Notice by mail or overnight courier service shall be effective when stated, whether or not actually received.

11. In the event Licensee violates any term, condition or covenant of this License, the City may cancel this License immediately with cause, and require Licensee to terminate at once all further use of the Property and to remove all persons and vehicles from the Property at the earliest possible time, but in any event no longer than 24 hours after notice of termination. Termination for cause may be effectuated by the City verbally or in writing, due to the exigent circumstances that normally exist during Leesburg Bikefest. Termination for cause shall not entitle Licensee to a refund of any fee or other amount paid to the City or the Event Organizer for use of the Property, however Licensee may retain any revenue it received from use of the Property prior to termination for cause.

12. This License sets forth the entire agreement of the parties regarding Licensee's use of the Property. It may not be amended verbally, by implication, by course of conduct or in any other manner whatsoever than by way of a written instrument signed by both Licensee and the City and approved by the

City Commission at a public meeting with due public notice. This License supersedes and takes precedence over any and all prior negotiations, representations and agreements between the parties with respect to its subject matter, whether oral or written, all of which are deemed to have merged into this License and to have been extinguished except to the extent specifically set forth herein. This License shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. Each party represents for the benefit of the other that it has not entered into this License in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this License.

13. This License is personal to Licensee and no rights of Licensee hereunder may be assigned to any other person or entity, nor may any duties of Licensee be delegated to any other person or entity.

14. In the event it becomes necessary for the City to file any legal proceeding to enforce the terms of this License or its rights hereunder, the City shall be entitled to recover all taxable costs it incurs in such proceeding along with its reasonable attorneys' fees, whether at trial, on appeal, in any proceedings to collect or enforce any judgment or other relief obtained in the proceeding, and in any proceeding in bankruptcy or insolvency.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to set their hands and seals to this License.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
DAVID KNOWLES, Mayor

ATTEST: \_\_\_\_\_  
BETTY RICHARDSON, City Clerk

DATE: \_\_\_\_\_, 2010

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
CITY ATTORNEY

{LICENSEE SIGNATURE APPEARS ON FOLLOWING PAGE}

WITNESSES:

LEESBURG HIGH SCHOOL ATHLETIC  
BOOSTER CLUB, INC.

Michael Miller  
MICHAEL MILLER  
(Type or print name of witness)

Dan Miller  
DAN MILLER  
(Type or print name of witness)

BY: [Signature]  
Charles O. Johnson  
Type or print name and corporate title Secretary

DATE: March 27<sup>th</sup>, 2010