

REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this 3rd day of September, 2015, by and between the City of Key West, Florida, a municipal corporation, whose mailing address is P.O. Box 1409, Key West, Florida, 33041 (hereinafter "Licensor") and Visualize Entertainment, Inc. a for profit corporation organized pursuant to the laws of the State of Florida, whose mailing address is 1111 Georgia Street, Key West, FL 33040 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensee desires to do business as Key West Outdoor Movies at Bayview Park; and

WHEREAS, Licensor owns the property upon which the proposed Key West Outdoor Movies is to be operated; and

WHEREAS, pursuant to section 2-939 of the Key West Code of Ordinances, Licensor may grant Licensee a revocable license to use Licensor's property.

NOW, THEREFORE, the parties agree as follows:

1. For the period beginning on the First Day of October, 2015, and ending on the last day of May, 2016, the Licensor hereby grants to the Licensee a revocable and non-assignable license to enter in, on, over, and across the land described on Exhibit A, which is attached hereto and incorporated by reference, for use by the Licensee, its representatives, agents, contractors and assigns for the purpose of operating Key West Outdoor Movies with vendors for food, soft drinks, family activities, etc. two (2) times monthly on Fridays from dusk until the end of the movie, as depicted on Exhibit "A", which is attached hereto and incorporated by reference; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the Licensor, its successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and right-of-entry hereby acquired. Provided however, Licensee shall agree to the following:

Licensee agrees to abide by all City rules and regulations governing City parks
Licensee will clean up the grounds after each event
The Licensee will meet all applicable fire and health codes for any on-site cooking or food preparation

2. In consideration for the grant of license in paragraph 1 herein above, Licensee herein expressly agrees to be solely responsible for all costs of any nature whatsoever associated with the occupancy and operation of the Outdoor Movies as herein described.

3. If any action of the Licensee's employees or agents in the exercise of this License results in damage to the property, including but not limited to the turf, irrigation, utilities, or improvements the Licensee will immediately repair such damage in a manner acceptable to the Licensor. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage.

4. This License is personal to Licensee and may not be assigned or transferred. Licensor shall have the right to terminate this License with or without cause upon seven (7) days written notice to Licensee at the following address:

Visualize Entertainment, Inc.
1111 Georgia Street
Key West, FL 33040

5. To the fullest extent permitted by law, Licensee expressly agrees to indemnify and hold harmless the City of Key West and their respective officers, directors, agents, and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by Licensee or its subcontractors, vendors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Licensee or its subcontractors, vendors, material men, or agents of any tier or their respective employees. The provisions of this indemnification provision shall survive the expiration or earlier termination of this License Agreement. Nothing herein is intended to waive the immunity afforded to City pursuant to Florida Law, including section 768.28, Florida Statutes.

6. Licensee shall keep in full force and effect at all times during the effective period of this Agreement, and at their own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by U.S. Mail for all of the required insurance policies stated below. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of Visualize, Inc. operating under this License Agreement as Key West Outdoor Movies.

Licensee shall maintain limits no less than those stated below:

Commercial General Liability - with a minimum amount of One Million (\$1,000,000) Dollars per occurrence.

Worker's Compensation – Statutory, in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.

Business Automobile Liability Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

Excess/Umbrella Liability shall have a minimum limit of One Million (\$1,000,000.00) per occurrence with an annual aggregate of One Million (\$1,000,000.00.) This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.

Scope of Insurance and Special Hazards

The insurance required under Paragraphs 4 hereof is a minimum to provide adequate protection for Licensee, respectively, against damage claims which may arise from operations under this Agreement, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entities' operation under this Agreement. The insurance required herein and approval of Licensee's insurance by the Licenser shall not relieve or decrease the liability of Licensee hereunder.

Waiver of Subrogation

The insurance required under Paragraph 4 hereof shall contain a "waiver of subrogation" provision whereas Licensee's insurer waives any claim against the City of Key West.

Certificates of Insurance

Certificates of Insurance shall be filed and maintained throughout the life of this Agreement with the City Clerk evidencing the minimum limits of insurance cited above. All policies shall provide they may not be terminated or modified without insurer providing the City of Key West at least thirty (30) days advance notice. Additionally, Licensee shall immediately notify the City of any cancellation of such insurance.

7. Licenser does not warrant or represent that the property is safe or suitable for the purpose for which Licensee is permitted to use it, and Licensee assumes all risks in its use.

8. Licensee shall pay to Licenser a monthly fee of two hundred and 00/100 dollars (\$200.00) which shall payable on the first of every month thereafter during the license period. Additionally, the Licensee agrees to pay fifty dollars (\$50.00) per month for the cost of

utilities, trash/recycling. Within 30 days of the expiration of the license period the Licensee agrees to provide the Licensor an accounting of the revenue and expenses generated by the operation of the Key West Outdoor Movies during the license period.

9. The Licensor shall have the right to institute blackout dates as may be required with a minimum of two weeks prior written notice to the Licensee and Licensee will receive a pro-rated abatement of the monthly fee for the blackout period.

10. During the term of this Agreement, Licensee shall be permitted to place signage recognizing the activities of Licensee as permitted herein. All aspects of the signage, including the number, size, placement, duration of placement and design shall be subject to the approval of Licensor, in its sole discretion and must be removed at the end of each and every use.

IN WITNESS WHEREOF, the parties have executed this License Agreement on the date above written.

LICENSOR: CITY OF KEY WEST,
FLORIDA

ATTEST:

Cheryl Smith, City Clerk

By: _____
Jim Scholl, City Manager

LICENSEE: VISUALIZE
ENTERTAINMENT, INC.

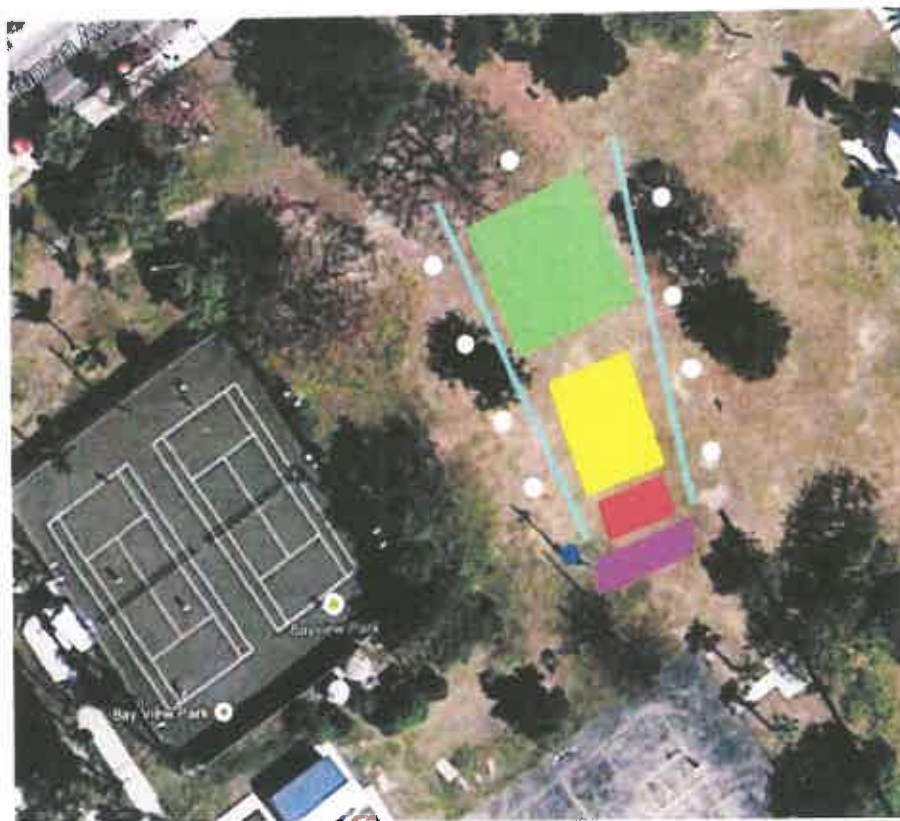
WITNESS

Angela Budge
Angela Budge
Print Name

By: Scott Gerke
Scott Gerke, President

Exhibit A

Outdoor Movie Layout



- Projector Screen**
20'Wx8'Dx12'T
- Safety Zone**
Although the screen will be anchored down, we still want to create a safety zone the height of the screen for extra precaution. People will not be allowed in this area.
- Blankets Only**
We want to make sure there aren't any chairs in this zone to maximize viewing area for everyone, especially children.
- Chairs & Blankets**
This zone will allow any lawn chairs as well as blankets
- Viewing Angle**
This will be the direction of the viewing area, which we believe can hold up to 300 people
- Electricity**
The nearest outlet is within 10 feet
- Length to sidewalk**
120' with the sound level being around 60dB
- Trash Cans (in white)**
We will have them placed every 11