

REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this ____ day of _____, 2012, 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 Sunrise Rotary Club, Inc., a not-for-profit corporation organized pursuant to the laws of the State of Florida, whose mailing address is P.O. Box 2354, Key West, Florida, 330445 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensee has offered to construct a composting shed at the Mounted Patrol stables located on the Truman Waterfront; and

WHEREAS, Licensor owns the property upon which the proposed composting shed is to be constructed; 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 _10th_ day of _November_ , 2012, and ending on the _31_ day of _December_ , 2012, 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 constructing a composting shed as depicted on Exhibit B, 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 not be permitted to enter the existing, individual horse pens.

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 constructing the composting shed.

3. If any action of the Licensee's employees or agents in the exercise of this License results in damage to the property, including the Mounted Patrol stable area, 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. Licensors shall have the right to terminate this License with or without cause upon seven (7) days written notice to Licensee at the following address:

P.O. Box 2354
Key West, Florida 33045

5. Licensee agrees to indemnify, hold harmless and defend the Licensor, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by the conduct, misconduct, negligent error, omission or act of Licensee, its employees agents, servants or officers, or accruing, resulting from, or related to the subject matter of this License Agreement, including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, whether or not suit be brought. 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 Sunrise Rotary.

Licensee shall maintain limits no less than those stated below:

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 Licensor shall not relieve or decrease the liability of Licensee hereunder.

Waiver of Subrogation

The insurance required under Paragraph 6 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. Licensor 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 Licensor an annual fee of Two Hundred and No/100 Dollars (\$200.00) which shall be prorated for the term of this License.

9. Licensee expressly acknowledges herein that the selection, placement, and method of constructing the composting shed subject to this Agreement shall be made, and shall be at the sole discretion of Licensor. No acquisition or placement of the composting shed shall be undertaken by Licensee without the express written direction from Licensor's agents.

11. During the term of this Agreement, Licensee shall be permitted to place on the compost shed, at its sole expense, 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.

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: _____
Bogdan Vitas, City Manager

LICENSEE: SUNRISE ROTARY
CLUB, INC.

WITNESS

Print Name

By: _____
Steve Robbins, President