

REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this ____ day of _____, 20__ 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 the Key West Film Society, Inc. d/b/a the Tropic Cinema, Inc. a 501(c)(3) not for profit corporation organized pursuant to the laws of the State of Florida, whose mailing address is PO Box 2924, Key West, FL 33045 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensee desires to utilize the roadway on Eaton Street between Duval Street and Whitehead Street immediately adjacent to Licensee's real property located at 416 Eaton Street, Key West, FL 33040.

WHEREAS, Licensor owns the property upon which the use will be located; 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 of one Saturday a month, from 5:00 p.m. to 10:30 p.m., dates are exclusive to: November 4, 2023, December 16, 2023, January 6, 2024, February 24, 2024, March 16, 2024 and finishing on April 6, 2024, the Licensor hereby grants to the Licensee a revocable and non-assignable license for use by the Licensee, its representatives, agents, contractors and assigns for the purpose of facilitating the Licensee's use of a City street from the Licensor's adjacent real property, 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-use hereby acquired.
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 obtaining all necessary federal, state, and local government regulatory approvals. Furthermore, Licensee agrees to comply with all applicable laws, codes, ordinances, rules and regulations of the Licensor, or other governmental agencies, as existing and as may be promulgated during the term hereof
3. If any action of the Licensee's employees or agents in the exercise of this License results in damage to the property, 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:

Tropic Cinema
416 Eaton 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, 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, 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 must be endorsed to 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 named as "additional insureds" under all policies herein on a primary and non-contributory basis as respects liability arising out of activities performed by or on behalf of the Licensee operating under this License Agreement as the Tropic Cinema.

Licensee shall maintain limits no less than those stated below:

Commercial General Liability - with a minimum amount of One Million (\$1,000,000.00) Dollars per occurrence, Two Million (\$2,000,000.00) Dollars per Aggregate.

Scope of Insurance and Special Hazards

The insurance required under Paragraphs 6 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.

Alcoholic Beverages

If the Licensee sells or serves alcoholic beverages, the Licensee shall be required to maintain full liquor liability coverage with minimum limits of \$1,000,000.00. If the Licensee utilizes the services of a caterer and the caterer will be providing, selling, and/or serving alcoholic beverages, the Licensor will honor evidence from the caterer that they have the required coverage in full force and effect and the coverage names the City of Key West as an additional insured.

Waiver of Subrogation

The insurance policies required under Paragraph 6 hereof shall contain "waivers of subrogation" endorsements 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 be endorsed that 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.

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

LICENSOR: CITY OF KEY WEST
FLORIDA

ATTEST:

Keri O'Brien, City Clerk

By:

Albert Childress, City Manager

LICENSEE: Carla Turner
Executive Director, Tropic Cinema

WITNESS

By:

Print Name

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