

## 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 Safe Waters Swim School, a Limited Liability Company organized pursuant to the laws of the State of Florida, whose mailing address is 180 Lyman Road, Suite 100, Casselberry, FL 32707 (hereinafter "Licensee").

### WITNESSETH:

WHEREAS, Licensee desires to utilize Martin Luther King Community Pool, located at 300 Catherine Street, Key West, FL 33040; and

WHEREAS, Licensor owns the property upon which the proposed 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 beginning on the 24<sup>th</sup> day of April, 2017, and continuing for seven weeks thereafter ending June 16, 2017, 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 conducting Infant Swim Rescue (ISR) classes, in a portion of the shallow end of the pool, Monday through Friday from 2PM to 6PM 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. Provided however, Licensee shall not be permitted to close the pool for its exclusive use or in any way obstruct the shared public use of the pool.
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 its use of the Licensor's property.
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:

Michelle Nutter  
Safe Waters Swim School  
180 Lyman Road, Suite 100  
Casselberry, FL 32707

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 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 Licensee.

**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, Two Million Dollars (\$2,000,000) aggregate.

**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 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. 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 a fee of One Thousand Dollars (\$1,000.00) for the term of this License.

9. 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.

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: \_\_\_\_\_  
James K. Scholl, City Manager

LICENSEE: Safe Waters Swim  
School, LLC

WITNESS

\_\_\_\_\_

By: \_\_\_\_\_  
Michelle Nutter, Manager Member

\_\_\_\_\_  
Print Name