**LICENSE AGREEMENT FOR USE OF PARKING SPACES**

**THIS IS A LICENSE AGREEMENT** (the "License"), and it is entered into on \_\_\_\_\_\_\_\_\_\_\_\_, 2015, by and between the **City of Dania Beach**, a Florida municipality ("City"), and **Park N’ Go of Fort Lauderdale, LLC**, a Florida limited liability company ("Licensee"),

A. City licenses (grants permission) to **LICENSEE** to use two hundred (200) parking spaces of the upper levels of the City parking garage (“Garage”) located at City Hall, 100 W. Dania Beach Boulevard, Dania Beach, Florida, 33004, excluding spaces numbered below #200 (the "Spaces").

This License is granted subject to the following terms and conditions:

**ARTICLE 1**

**TERM**

Section 1.01. Term of License. The term of this License (the "Initial Term") shall be for a period commencing on the earlier of (a) Licensee’s written notice to City of acceptance of the Spaces, or (b) ten (10) days after the Inspection Period defined below (whichever occurs first shall be the License "Commencement Date"), and ending two (2) years from the Commencement Date (the "Expiration Date"), unless sooner terminated, or unless the Initial Term is extended as provided in Section 1.02.

Section 1.02. Option to Extend. Provided that this License is in full force and effect and no Event of Default, as defined below, has occurred and is continuing, Licensee is granted the option to extend the term of this License for one (1) additional one (1) year period (the “Extension Term”), provided that Licensee gives City written notice of the exercise of such option to extend not later than one hundred eighty (180) days prior to the Expiration Date of the initial term of this License. Upon Licensee's exercise of such option, this License shall be extended on the same terms and conditions of this License, except as specifically provided in this document, without the necessity of further documentation.

Licensee has fifteen (15) days after that date first appearing above to proceed with the License or terminate it after Notice to City (the “Inspection Period”). The Commencement Date is, therefore, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

(a) Licensee may perform all necessary feasibility studies and investigations of or pertaining to the Spaces and to otherwise satisfy itself with respect to the status of the Spaces. Should Licensee be dissatisfied with the Spaces in Licensee’s sole discretion for any reason whatsoever, then Licensee shall have the right to terminate the License by written notice to City during the Inspection Period.

EXHIBIT “A”

**ARTICLE 2**

**USE FEES**

Section 2.01. Use Fees. For each and every calendar month commencing with the first month of the Initial Term and each month thereafter, Licensee shall pay to City, on or before 5:00 PM EST of the first business day of each month at City Hall, for the preceding calendar month, the following:

**Forty five dollars ($45.00) per parking Space per month** ("Base Use Fee").

Base Use Fee for a portion of the first month of the License shall be prorated on a daily basis and paid on the first day of the month immediately following the Commencement Date.

Section 2.02 Quantity of Parking Spaces. Throughout the Initial Term, the quantity of parking spaces shall be adjusted as follows:

(a) As of the Commencement Date, City shall License to Licensee two hundred (200) parking spaces at the Base Use Fee;

(b) City may reduce the quantity of parking Spaces licensed by Licensee by notifying Licensee in writing not less than thirty (30) days prior to change;

(c) City shall not reduce the quantity of parking Spaces licensed by Licensee to less than seventy five (75) total parking Spaces but if City does so, Licensee has the right to terminate this License;

(d) Licensee may reduce the quantity of parking Spaces available to Licensee at the Base Use Fee by notifying City in writing not less than sixty (60) days prior to any such change.

Section 2.03. Deposit. Licensee shall pay City a deposit to secure Licensee’s obligations to City of $9,000.00, payable on the Commencement Date. The Deposit shall be returned by City to Licensee at the end of the Initial Term provided Licensee has performed all of Licensee’s obligations to City under this Agreement and no funds are due to City.

**ARTICLE 3**

**OPERATION OF LICENSEE'S BUSINESS**

Section 3.01. Hazardous Substances. Licensee agrees that no activity will be conducted on, in, under or about the Garage and the Spaces by or through Licensee and any of its agents, contractors, subcontractors, employees, visitors, licensees, or invitees that will use, generate, release, store, dispose of, or produce any pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables, or any other substances, the nature or quantity of which are, due to their existence, use, release, manufacture, or effect, subject to federal, state, or local environmental, health, or safety laws or regulations, now or subsequently enacted or promulgated by any governmental authority or as a result of any court ruling.

**ARTICLE 4**

**FIXTURES AND ALTERATIONS**

Section 4.01. Alterations and Additions. Licensee, expressly subject to the prior written consent of City, at Licensee's sole cost and expense, may make improvements to areas within the Garage to facilitate the parking of cars within the Garage; provided, however, that City is not obligated in any respect to approve any requested improvements, except as provided in Section 4.02.

Section 4.02. Alterations Belonging to Licensee. City agrees that Licensee shall be entitled to make modifications including, but not strictly limited to, additional fencing, access control equipment, and security monitoring equipment which shall remain the property of Licensee and may be removed by Licensee at the end of the License. Further, any temporary ramps or other improvements which are removable and not permanently affixed to the Garage shall remain the property of Licensee and may be removed by Licensee at the end of the License. Any such modifications require the advance written consent of City.

**ARTICLE 5**

**MAINTENANCE OF SPACES**

Section 5.01. Maintenance by Licensee. Licensee shall keep the Spaces in a clean condition. Licensee shall have no duty, obligation, or liability whatsoever for construction, maintenance, replacement, or repair of the Garage and the Spaces.

Section 5.02. Maintenance by City. City shall be responsible for the Garage structure and repair of all leaks, walls, electrical and mechanical systems, and any other capital component of the Garage structure.

Section 5.03. As-Is Condition. The Spaces and the Garage are accepted by the Licensee in an "as-is" condition, without warranty of condition or merchantability, expressed or implied.

Section 5.04. Services, Utilities and Security. City is not obligated to furnish any services, utilities, or security for the Garage and the Spaces other than (i) the existing lighting, exhaust, electrical and sprinkler systems located in the Garage on the date of this Agreement, as same may change from time to time; (ii) the cleaning services that are provided for the Garage from time to time; and (iii) the security services (if any) provided from time to time. City has no affirmative obligation whatsoever to provide any security services in the Garage and for vehicles parked by anyone in the Spaces at any time. City will not be liable to Licensee or its agents, contractors, subcontractors, employees, visitors, licensees, or invitees and for vehicles parked in parking spaces, for any claims arising out of (i) any impediment to use any of any of the parking spaces, or (ii) any loss, disruption, or alleged inadequacy or deficiency in any utility, system, or service provided in the Garage; and (iii) any damage, injury or theft pertaining to any vehicle, its contents or any individual using the Garage and the Spaces. The licensee shall be responsible for the routine cleaning and sweeping of the license area to ensure that the area remains clear and free of dirt, debris and litter. Furthermore, the licensee will be responsible to properly utilize, operate and maintain any security systems installed by the licensee or the city for the license area.

**ARTICLE 6**

**INSURANCE**

Section 6.01 Public Liability and Property Damage. Licensee, during the entire Term, shall keep in full force and effect the following: Commercial General Liability Insurance naming the City as an additional insured, written with a carrier licensed to do business in Florida with an AM Best rating of A- or better. Coverage must include, at a minimum: (i) Spaces Operations, (ii) Products and Completed Operations, (iii) Blanket Contractual Liability, (iv) Personal Injury Liability, and (v) Expanded Definition of Property Damage. The minimum limits acceptable are $1,000,000.00 Per Occurrence, $2,000,000.00 Per Location Aggregate. The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy.

Section 6.02. Workers’ Compensation. Workers’ Compensation Insurance shall be maintained by Licensee during the term of the License Agreement, or any renewal period of it, and it is to apply to all “statutory employees” of the Licensee (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the Workers’ Compensation Law of the State of Florida and all applicable federal laws, for the benefit of the Licensee and its employees.

Employer’s Liability Part B shall be in an amount of no less than One Million Dollars ($1,000,000.00) per occurrence.

**ARTICLE 7**

**INDEMNITY AGAINST CLAIMS**

Section 7.01. Licensee’s Obligation to Defend. Licensee shall defend, indemnify and save harmless City, its elected officials, officers, employees, agents and contractors from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, attorney fees (including those resulting from the enforcement of the foregoing indemnification), arising from, or which may be imposed upon, incurred by or asserted against City, by reason of:

(a) Any act, omission or negligence of Licensee or any Licensee Party (which includes but is not limited to any of Licensee’s agents, contractors, subcontractors, employees, visitors, licensees, or invitees);

(b) Any accident, injury or damage whatsoever caused to any person or to the property of any person occurring in, on or about the Parking Spaces or occurring outside the Parking Spaces but within the Garage which is the result of the act, omission or negligence of Licensee or any Licensee Party;

(c) Any failure on the part of Licensee or any Licensee Party to observe or perform any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement to be observed or performed by Licensee, including compliance with any governmental requirements applicable to the Garage and the parking Spaces.

**ARTICLE 8**

**USE**

Section 8.01. The Garage and Spaces shall be used solely for the parking of passenger vehicles in accordance with existing codes, laws, ordinances, rules, and regulations of all governmental authorities having jurisdiction over the Garage, including City. The parking or storage of commercial vehicles or equipment or materials, and repair and maintenance of vehicles of any kind is prohibited. The Spaces shall not be used for any illegal purposes, nor in any manner which does or may create any nuisance or trespass, nor in any manner which may vitiate the insurance relating to the Garage and Spaces. Access to the Spaces is strictly limited to employees of Licensee and shall not be used nor accessed by any other person. The Licensee may at any time discontinue the use of and vacate the Garage, provided such action or omission shall not interfere with or affect the Licensee's obligations under this License.

**ARTICLE 9**

**ASSIGNMENT AND SUBLETTING**

## Section 9.01 Assignment and Subletting. Licensee shall not have the right to assign, transfer, sublease, mortgage, or otherwise encumber this License or Licensee’s interest in the Spaces, without the express advance written consent of the City.

**ARTICLE 10**

**DEFAULT AND TERMINATION BY CITY**

Section 10.01. Default. Each of the following events shall be a default by Licensee and a breach of this License and constitute an "Event of Default":

(a) any failure of Licensee to pay any Use Fee due as and when due, and failure to cure the same within ten (10) days following Licensee's receipt of notice of nonpayment and demand for payment; or

(b) any failure to perform any other of the terms, conditions, or covenants of this License to be observed or performed by Licensee for more than thirty (30) calendar days after written notice of such default (except for a default in the payment of Use Fee and other monetary obligations) after notice shall have been received by Licensee (unless curative action cannot reasonably be accomplished within such thirty (30) day period, in which event the period to cure such default shall be automatically extended as long as Licensee promptly commences such cure and diligently uses Licensee’s best efforts to complete curative action).

Section 10.02. Remedies. If any default by Licensee shall continue uncured upon expiration of the applicable curing period, City may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which City may resort cumulatively or in the alternative:

(a) Termination. City may, at City's election, but not with less than thirty (30) days’ prior written notice to Licensee, terminate this License. All of Licensee's rights in the Garage and Spaces shall terminate upon termination of this License. Promptly after any such termination, Licensee shall surrender and vacate the Garage and Spaces and City may re-enter and take possession of the Garage and Spaces. Termination under this paragraph shall not relieve Licensee from the payment of any sum then due to City, or from any claim for damages previously accrued, or then accruing, against Licensee. In such event, City may retain any funds from the deposit which funds are due and owing to City and shall return the balance to Licensee.

Section 10.03. Termination for Convenience. City may, without reason or cause, terminate the License with thirty (30) days’ advance notice to Licensee.

**ARTICLE 11**

**LICENSEE’S RIGHT OF TERMINATION**

Section 11.01. Adverse Events. Anything contained in this License to the contrary notwithstanding, Licensee reserves the right to terminate this License, at any time, upon not less than one hundred twenty (120) days’ prior written notice to the City, in the event of: (a) any event during the Initial Term of this License, or any extension or renewal of it that materially and adversely affects air or cruise traffic to and from the Fort Lauderdale Hollywood International Airport or Port Everglades to such an extent that it would preclude Licensee's ability to profitably operate its parking business; (b) any increased taxes, fees, or other circumstances which arise beyond the control of Licensee which would materially and adversely affect Licensee’s ability to profitably operate its parking business; or (c) City reduces the amount of rentable parking spaces below the minimum amount of seventy five (75) parking Spaces.

**ARTICLE 12**

**SURRENDER OF LICENSE AND HOLDING OVER**

Section 12.01. Surrender Upon Termination. At the expiration of this License, Licensee shall surrender the Spaces in not less than the same condition and repair as existed on the Commencement Date of this License, reasonable wear and tear, casualty and condemnation excepted.

Section 12.02. Holding Over. Any holding over after the expiration of the Initial Term of this License or any extension of shall be construed to be a license from month to month at the Base Use Fee provided in this License and on the terms and conditions specified in this License, so far as applicable.

**ARTICLE 13**

**ATTORNEY FEES**

Section 13.01. Attorney Fees. If either City or Licensee shall, without fault, be made a party to any litigation by or against the other party, or if successful litigation shall be brought by either City or Licensee against the other because of the breach of any other covenant in this License to be kept or performed by such party, and a breach shall be established, the prevailing party shall pay to the other party all expenses the party incurred in connection with such litigation, including attorney fees and court costs.

**ARTICLE 14**

**NOTICES**

Section 14.01 Notices to Licensee. All notices to be given to Licensee shall be given or delivered in writing personally or by courier, or by depositing the same in the United States mail, registered or certified and postage prepaid, and addressed to Licensee at Park N’ Go of Fort Lauderdale, LLC, c/o John R. Bona, PO Box 643804, Vero Beach, FL 32964, with a copy to: Gregory A. McLaughlin, Esq., Tripp Scott, P.A. 110 S.E. 6th Street, 15th floor, Fort Lauderdale, FL 33301, or such parties or addresses as may be changed by notice to the City pursuant to this paragraph from time to time, whether or not Licensee has departed from, abandoned or vacated the Garage and Spaces.

Section 14.02. Notice to City. Notice to City shall be delivered to Mr. Robert Baldwin, City Manager, City of Dania Beach, 100 W. Dania Beach Blvd., Dania Beach, FL 33004, with a copy to the City Attorney, Thomas J. Ansbro, at the same address, or at such other addresses as may be designated by the City from time to time, or by depositing the same in the United States mail, registered or certified and postage prepaid, and addressed to City at the address set forth above, or at such other addresses as City may give to Licensee in writing from time to time.

Section 14.03. Time of Service. Any written notice under this License shall be deemed to have been served as of the date it is received in accordance with the foregoing provisions or the date of refusal of receipt.

**ARTICLE 15**

**RELATIONSHIP OF PARTIES**

Section 15.01 No Partnership Intended. It is expressly understood that, under this License, City does not become a partner of or joint venturer with Licensee.

**ARTICLE 16**

**FORCE MAJEURE**

Section 16.01. Performance Excused. If either party to this License shall be delayed or hindered in or prevented from the performance of any non-monetary obligation required under this License by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this License, then performance of such act shall be excused for the period of the delay and the period equivalent to the period of such delay.

**ARTICLE 17**

**BROKERS**

Section 17.01. City and Licensee each warrant and represent to the other that they have not contacted, engaged, or dealt with any real estate agent or broker with reference to the Garage and Spaces, or this License, and each party agrees to indemnify and hold harmless the other from and against any and all claims or demands for real estate commissions, charges, and fees claiming by or through each such party, including attorney fees, costs, and expenses.

**ARTICLE 18**

**GENERAL**

Section 18.01. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY EXHIBITS OR DOCUMENTS ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Section 18.02. Miscellaneous Matters.

(a) Severability. If any term, covenant or condition of this License or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, then the remaining terms, covenants and conditions of this License shall not be affected and each such term, covenant, or condition of this License shall be valid and enforced to the fullest extent permitted by law.

(b) Integration. This License contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change this License unless such agreement is in writing and signed by the parties. All prior agreements, oral and written, shall be merged into this License.

(c) Governing Law. This License shall be governed by and construed according to the laws of the State of Florida.

(d) Captions. The captions of the several article or sections titles contained in this License are for convenience only and do not define, limit, describe or construe the contents of this License.

(e) Successors and Assigns. The covenants and conditions contained in this License shall bind and inure to the benefit of the respective permitted heirs, successors, executors, administrators and assigns of the parties.

(f) Time of Essence. Time is of the essence under any and all provisions of this License.

(h) Waiver. One or more waivers of any covenant or condition by City shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by City to or of any act by Licensee requiring City’s consent or approval shall not be deemed to render unnecessary City’s consent or approval to or of any subsequent similar act by Licensee. No breach of a covenant or condition of this License shall be deemed to have been waived by City, unless such waiver is in writing signed by City.

(i) Damage, Destruction or Taking of Parking Garage. If there is a casualty (“Casualty”) which causes damage to portions of the Garage where the Parking Spaces are located, but leaves other portions of the Garage in usable condition, City will have the right but not the obligation to relocate the Parking Spaces to a usable location in the Garage, and this Agreement will remain in full force and effect. If there is a taking by condemnation (“Taking”) of a portion of the Garage where the Parking Spaces are located, but the Taking leaves other portions of the Garage in usable condition, City will, at its sole option, have the right but not the obligation to relocate the Parking Spaces to a usable location in the Garage, and this Agreement will remain in full force and effect.

(j) Major Casualty or Taking. The City will have the unilateral right to terminate this Agreement if the Garage is not usable for parking as a result of (i) a major Casualty to the Garage; (ii) a taking by condemnation of a material portion of the Garage; or (iii) a substantial deterioration of the structural integrity of the Garage over time.

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**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.**

**CITY:**

CITY OF DANIA BEACH, FLORIDA, a Florida

ATTEST: municipal corporation

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LOUISE STILSON, CMC ROBERT BALDWIN.

CITY CLERK CITY MANAGER

APPROVED FOR FORM AND

CORRECTNESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THOMAS J. ANSBRO

CITY ATTORNEY

**LICENSEE:**

PARK N’ GO OF FORT

LAUDERDALE, LLC,a Florida

**WITNESS:** limited liability company,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRINT** Name **PRINT** Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE

**PRINT** Name

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Park N’ Go of Fort Lauderdale, LLC, a Florida limited liability company, on behalf of the company, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Licensee. Such person is personally known to me or produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

State of Florida

My Commission Expires: