

**LICENSE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE
AND THE SOUTH BROWARD HOSPITAL DISTRICT FOR USE OF THE
FORT LAUDERDALE BASEBALL STADIUM**

This License Agreement for use of the Fort Lauderdale Baseball Stadium ("Agreement") is made and entered into this ____ day of _____, 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("Licensor"), whose address is 100 N. Andrews Ave., Fort Lauderdale, Florida, and South Broward Hospital District, d.b.a. Memorial Healthcare System ("Licensee"), whose address is 3501 Johnson Street, Hollywood, FL 33021.

WITNESSETH

WHEREAS, Licensor owns the Fort Lauderdale Stadium (the "Facility"), located at 1401 NW 55th Street, Fort Lauderdale, Florida; and

WHEREAS, Licensor is willing to permit Licensee to use the Facility under the terms and conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the covenants and agreements herein expressed, and of the faithful performance of all such covenants and agreements, the Licensor and the Licensee agree as follows:

1. The Licensor does hereby grant use of the Facility, which includes the following:
 - Fort Lauderdale Baseball Stadium, as is;
 - Fort Lauderdale Baseball Stadium Parking Lot(s);
 - Hospitality Room;
 - Visitor Clubhouse;
 - Lockhart Stadium Parking Lot (Non-exclusive use);
 - Umpire Room;
 - PA System;
 - Bleachers;
 - Batting Cage(s);
 - Practice Field(s).

to the Licensee for the purpose of the **Joe DiMaggio Legends Game** ("Event") and for no other purpose whatsoever, for the following dates and times:

Set Up: January 25, 2013, 8:00 a.m. – 5:00 p.m.

Event: January 26, 2013, 8:00 a.m. – 7:00 p.m.

Tear Down: January 26, 2013, 6:00 p.m. - 9:00 p.m.

January 27, 2013, 8:00 a.m. – 5:00 p.m.

2. Responsibilities of Licensee:

A. The Licensee agrees to pay the Licensor for the use of the Facility a lump sum in the amount of Five Thousand and No/100 Dollars (\$5,000.00) ("Total Fee") which

shall be paid by the Licensee to the Licensor in advance of the parties' full execution of this agreement. (This price is based on a tax-exempt status).

B. Licensee agrees to so conduct its activities at the Facility as not to endanger any person lawfully thereon. Licensee shall self-insure, pursuant to Chapter 768.28, Florida Statutes, for its liability for tort claims associated with the acts or omissions of its agents and employees, and Licensee will protect and defend at Licensee's expense, counsel being subject to Licensor's approval, and indemnify and hold harmless the Licensor and the Licensor's officers, employees, and agents against any and all claims for damages, costs, third party claims, judgments, settlements, and expense to persons or property, including any award of court costs and any award of attorney fees, that may arise out of, or be occasioned by, any act or omission of the Licensee or of any act or omission of any of the Licensee's officers, employees, or agents, the Licensee's use of the Facility, or of the use by any of the Licensee's officers, employees, or agents of the Licensor's equipment, or any act or omission of any representative, agent, client, employee, or invitee of the Licensee. Nothing in this Agreement shall be construed to affect in any way the Licensor's and Licensee's rights, privileges, and immunities as set forth in Florida Statutes Section 768.28. This Agreement is made by and between two public bodies of the State of Florida, subject to Florida Statute 768.28, including, without limitation, Subsection (19) which prohibits any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume liability for the other party's negligence.

C. Licensee will comply with all applicable laws of the United States, and of the State of Florida, all ordinances of the City of Fort Lauderdale, all rules and requirements of the Police Department, Fire Department, and other municipal authorities of the City of Fort Lauderdale, and any other applicable local laws, ordinances and regulations and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything at the Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of said Licensee is called to any such violation on the part of the said Licensee, or any person employed by or admitted to the said Facility by said Licensee, such Licensee will immediately desist from and correct the violation.

D. That Licensee shall not admit to the Facility a larger number of persons than the seating capacity thereof will accommodate or in excess of capacities indicated by applicable codes.

E. Licensee shall not discriminate in the use of the Facility against any person because of race, creed, color, religion, age, gender, marital status, disability, sexual preference, or national origin.

F. The Licensor shall have no responsibility for any items or materials left at the Facility or surrounding properties.

3. **Other Provisions:**

A. That Licensor reserves the right to eject any person or persons from said Facility.

B. If the Facility, or any part thereof, shall be destroyed by fire, or any other cause, or in any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Licensor impossible, then and thereupon this Agreement shall terminate, and all advance license fees are to be refunded to the Licensee.

C. Licensor reserves the right, without any liability therefor, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons or guests.

D. If the Licensee, being entitled to possession hereunder, shall fail to take possession of or to use the Facility for reasons other than as stated in Section 3.B. above, no license fee refund shall be made and the full license fee called for by this Agreement shall be payable by the Licensee to the Licensor as liquidated damages, and not by way of penalty.

E. The Licensee further represents that it has inspected the Facility and that the same is in proper condition for the use contemplated. Licensee shall surrender the Facility in the same condition as prior to Licensee's use, ordinary wear and tear excepted. Licensor's staff may be on site to facilitate the Event from set-up through tear down.

F. Licensee shall ensure that tailgating in the parking areas does not occur. Parking areas are to be used for parking of vehicles only and for no other purpose.

G. Licensee shall ensure that no animals are brought into the Facility with the exception of service animals.

H. Licensee shall maintain a clear, unobstructed fire lane into the Facility, and shall provide designated emergency exits from the Facility. The Licensee shall not permit the entrance doors or gates to be locked during any period when the public is allowed into the site, unless otherwise agreed to by the Licensor.

I. No collections, whether for charity or otherwise, shall be made or attempted without the prior written consent of the Licensor.

J. Licensee must refer to the Facility as "Fort Lauderdale Stadium" on all advertising and signage. The word "Fort" must not be abbreviated in any form.

K. Only authorized personnel and/or players and coaches are allowed in dugouts, clubhouse, batting cages, press box and other restricted areas.

4. Reimbursements, Staffing:

A. Licensee shall not injure, mar, or in any manner deface the Facility, and shall not make, nor allow to be made any alterations of any kind therein without the Licensor's written permission. Any damage whatsoever occurring during set up, the Event, or tear down shall be the responsibility of the Licensee, and an itemized list and invoice will be presented to Licensee for all costs of damages incurred. Charges shall be based on replacement and labor costs for the items damaged. A detailed damage and cost statement shall be issued to Licensee by Licensor within ten (10) business days after final inspection of the licensed Facility by Licensor.

Licensee shall pay Licensor the amount indicated on such invoice for damages within thirty (30) days following Licensee's receipt thereof.

B. Licensee shall provide at Licensee's expense certain staffing and labor, which are more particularly described in Addendum A, attached hereto and incorporated herein by this reference. Licensee is responsible for obtaining any and all mandatory City of Fort Lauderdale permits to hold the Event, and Licensee will coordinate the scheduling of police officers and emergency services personnel with the appropriate City of Fort Lauderdale departments to meet all City of Fort Lauderdale requirements.

5. Termination or Cancellation:

A. Either party shall have the right to terminate and rescind this Agreement in its entirety or in part immediately upon the happening of any of the following events:

- a) The failure by either party to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of the other party to be performed, kept or observed; or
- b) For just cause, acts of God or other unusual circumstances affecting this Agreement or conduct of the Event. Both parties shall make its best efforts to give written notice to the other party of such intent to cancel or terminate this Agreement at least forty-eight (48) hours prior to the effective time of such cancellation and/or termination.

B. It is understood that a full refund will be issued if the Event is cancelled due to circumstances beyond the control of both parties, or if either party gives notice of cancellation.

6. Sublicensing Prohibited, Entire Agreement, Default, Surrender of Facility:

A. Licensee shall not assign this Agreement, or sublicense the licensed Facility or any part thereof without the prior written consent of the Licensor, except that Licensee may sublicense to exhibitors in accordance with an expositions floor plan approved by Licensor. Licensee shall not undertake or participate in any business, exhibit or activity at the Facility other than herein specified.

B. All terms and conditions of this Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized signatories of the Licensor and the Licensee.

C. The following Addenda which are attached to this Agreement become part of the Agreement with the same force and effect as though written into the body thereof:

 X Staff/Expenses
Addendum A

 X Operational, Concessions and Broadcast Requirements
Addendum B

7. Aviation, Emergency:

The facility use granted hereby shall be subject to the superior rights of the United States Government, as set forth in the Quitclaim Deed recorded in Deed Book 579, Page 130, Official Records of Broward County, Florida. Any use of the Stadium by the Team shall be for general recreation purposes, shall not interfere with the operation and development of the Fort Lauderdale Executive Airport, shall not pose an airport hazard, and shall comply in all respects with the letter dated September 9, 1958, from David C. Kelley, District Airport Engineer, to W. J. Veeder, City Manager, a copy of which is attached as Exhibit 1. Either party may terminate this Agreement unilaterally at any time that an agency of the United States Government disapproves of this Agreement or at any time that an agency of the United States Government finds this Agreement to be in violation of any restriction or covenant governing the property subject to this Agreement, except that before such termination, the parties agree to confer in good faith with each other and with the Federal Aviation Administration in an effort to obviate such termination.

This Agreement is subordinate to any emergency use invoked pursuant to Section 252.42, Florida Statutes (2012), or pursuant to any applicable emergency management program or plan.

8. Facility Use:

The Licensee's use of the Facility is not an interest in real property.

9. Severability:

In the event any paragraph, section, sentence, or clause contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect the remainder of this Facility Use Agreement, which shall remain in full force and effect.

10. Paragraph Headings:

Paragraph headings contained in this Agreement are for convenience only, and such paragraph headings shall not be construed in any substantive manner.

11. Choice of Law, Venue:

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

12. No Waiver:

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates written below:

SOUTH BROWARD HOSPITAL

DISTRICT:

By: _____

Print Name:

Title:

ATTEST:

Print Name:

Title:

Date

CITY OF FORT LAUDERDALE:

By: _____

John P. "Jack" Seiler, Mayor

By: _____

Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph, City Clerk

Approved as to form:

Harry A. Stewart, City Attorney

Addendum A

Staff/Expenses

Event: Joe DiMaggio Legends Game

Date of Event: January 26, 2013

Contact Name: Joseph Reilly, Administrator, External Affairs

Phone Number: 954-265-5909

Event Staffing: Licensee shall provide the following staff at Licensee's cost:

- Ticket Takers
- Ticket Sellers
- Ushers
- Gate Attendants
- Clubhouse Attendants
- Trainers
- Baseball-Related Personnel
- Box Office Manager
- PA Announcer
- Sound Tech
- Groundskeepers
- Parking Staff
- Bag Inspectors
- Security
- Off-duty police detail personnel and equipment in sufficient numbers as determined by the City
- Off-duty EMS detail personnel and equipment in sufficient numbers as determined by the City

Miscellaneous:

Utilities: Charge for utilities is inclusive in the Total Fee. The Total Fee does not include use of Stadium Field Lights.

Clubhouse: Clubhouses must be returned in condition received. Cost to clean carpet is not considered part of Total Fee and will be billed out separately to Licensee.

Addendum B

Operational and Concessions Requirements

- A. An information hotline must be set up by Licensee for the public to receive ticket, directions, and game information. This number must be on all advertising for the Event. Licensor must be informed of this number prior to date of ticket on-sale.
- B. Licensor will retain all rights to concessions and will have the option of opening Stadium novelty stands, retaining all revenue. Licensee may sell any Joe DiMaggio Legends Game specific novelties and will retain all revenue.
- C. Licensee shall not use, and shall not permit any person to enter or use the Home Clubhouse or the whirlpool machines located in the Home Clubhouse. Licensee shall ensure that no person enters the Home Clubhouse and that no person uses the whirlpool machines located in the Home Clubhouse.
- D. Licensee shall not use or permit to be used Clubhouse washers and dryers.
- E. Subject to all legal requirements, including required permits, Licensee may use the Player Parking Lot for a VIP reception on game date. Tent and all related equipment must be removed within forty-eight (48) hours following the end of the Event. Licensee is responsible for repairing any damage to grounds to the reasonable satisfaction of Licensor. All set-up, operations, and tear down of VIP reception are the responsibility of Licensee.
- F. All staff working at reception and at Joe DiMaggio Legends Game must be properly credentialed. Licensee shall provide a copy of all credentials to Licensor for security purposes one week prior to the Event.
- G. Licensee shall be fully responsible for any license or license fees for all music and other performance rights imposed by ASCAP, BMI, and any other such organizations, during Licensee's use of Licensor's facilities, and Licensee agrees to protect and defend Licensor, counsel being subject to Licensor's approval, and indemnify and hold harmless Licensor and Licensor's officers, employees, and agents, against any claims, judgments, and settlements, including any award of court costs and any award of attorney fees, related to any allegation of infringement arising out of Licensee's use of any music or performance material.
- H. On the day of the Event Licensee must have an on-site coordinator available to Licensor starting at 8:00 a.m. to facilitate set-up. A walk-through with the Stadium Operations Supervisor and/or Event Coordinator and the Licensee must take place two hours prior to opening gates to the public. It is mutually agreed that gates will open at 11:00 a.m. for the 1:05 p.m. start.
- I. Licensor will provide up to four marketing tables and eight chairs for sponsor/vendor use by Licensee.