

AGREEMENT

THIS IS AN AGREEMENT made and entered into on this _____ day of _____, 2013 by and between:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida, hereinafter
referred to as "CITY,"

And

ELECTRONIC DOOR-LIFT, INC., a Florida
corporation, hereinafter referred to as
"OWNER"

WHEREAS, OWNER owns a number of garage doors that are no longer needed and will be disposed of; and

WHEREAS, OWNER has offered CITY the ability to use these garage doors on its property located at 6601 NW 15th Avenue, Fort Lauderdale, Florida, 33309 for the purpose of fire-rescue training; and

WHEREAS, the City finds a public purpose in allowing fire-rescue personnel to be able to use these garage doors for training; and

WHEREAS, at its meeting of _____, 2013, the City Commission authorized the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the recitals, the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERMS OF AGREEMENT

- A. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
- B. OWNER hereby provides written permission for the CITY to use a portion of its owned property at 6601 NW 15th Avenue, Fort Lauderdale, Florida 33309, hereinafter known as the "Lot" and the garage doors that will be identified by

OWNER or an authorized representative of OWNER prior to training for the following purposes and in accordance with the terms described herein:

Fire-Rescue Department training, including:

Forcible Entry with both manual and power operated tools on garage doors

- C. The Owner will be responsible for removing any debris including the garage doors used as a result of the training program described herein.
- D. The term of this Agreement shall commence on _____, 2013 and end on June 30, 2015. OWNER shall notify CITY of the specific dates and times that the garage doors and the Lot shall be available for CITY use.

CITY and OWNER reserve the right to terminate this Agreement for any reason upon 10 days prior written notice to the other party.

2. COMPLIANCE WITH LAWS, PERMITS AND FEES

CITY and OWNER are responsible for complying with all applicable local, state and federal taxes, permitting and licensing requirements. CITY and OWNER shall at all times comply with all federal, state, county, and municipal laws, rules, regulations and ordinances or any other governmental agency that has jurisdiction.

CITY shall obtain and pay for, in advance, any permit, license and applicable fees required during CITY's use of Lot for fire-rescue training activities.

3. ASSIGNABILITY

CITY shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without prior written approval of OWNER.

4. SEVERABILITY

If any section, subsection, sentence, clause, provision, or portion of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected thereby.

5. NON-WAIVER

Failure of the CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements.

6. INSURANCE/INDEMNIFICATION

- A. OWNER shall purchase and maintain continuously during the term of this Agreement, comprehensive general liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. CITY shall be included under said insurance policy as an additional insured. Owner shall provide certificates of insurance to the CITY prior to commencement of activities under this Agreement for the Risk Manager to determine acceptability by the CITY. CITY shall be provided with a thirty (30) day Notice of Cancellation prior to any insurance cancellation.
- B. OWNER agrees to indemnify and hold harmless CITY, as well as its employees and agents, against any and all damage including but not limited to death or injury, property damage, claims, suits, actions, judgments, attorney fees and court costs arising out of, attributable to or in any way connected with, the acts, omissions, negligence, willful or intentional misconduct of OWNER, its subcontractors, employees and agents in connection with activities arising out of or related to this Agreement. This Section shall survive termination of the Agreement.
- C. It is specifically agreed by CITY, that to the limitations set forth in Section 768.28, Florida Statutes, it will indemnify and hold harmless, Owner, from and against all damages, claims and losses to persons or property (except the garage doors and Lot specified herein), in connection with the CITY's use pursuant to this Agreement. Nothing in this Agreement shall be construed or interpreted to serve as a waiver of sovereign immunity by City such that liability is extended beyond the limitations established by Section 768.28, Florida Statutes. Owner agrees to indemnify and hold the CITY harmless for any damages to the garage doors identified herein caused as a result of the CITY's Fire-Rescue Department training program described herein. This Section shall survive termination of the Agreement.

D. It is specifically understood and agreed that the consideration inuring to CITY for the execution of this Agreement is the simultaneous permission granted by Owner authorizing and approving the CITY to use the property and garage doors as referenced hereinabove for the training set out hereinabove and Owner holding the CITY harmless for any damages to the garage doors caused as a result of the aforesaid Fire-Rescue Department training program.

7. AMENDMENT

No modification, amendment or alteration of terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith. Any changes regarding the use of the facility must be mutually agreed upon by both USER and CITY and incorporated in a written amendment(s) to this Agreement.

8. NOTICE - When either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested, addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:

City of Fort Lauderdale
Attn: City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

FOR USER:

Electronic Door-Lift, Inc.
Attn: John Trout
6601 NW 15th Avenue
Fort Lauderdale, FL 33309

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida, with venue in Broward County, Florida.

10. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between CITY and USER and supersedes all prior negotiations, representations or agreements, either written or oral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

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

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Mayor

[Witness type/print name]

By _____
City Manager

[Witness type/print name]

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

WITNESSES:

[Witness type/print name]

[Witness type/print name]

OWNER
ELECTRONIC DOOR –LIFT, INC

By:_____

Name: John P. Trout

Title: President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by John P. Trout as President of the Electronic Door –Lift, Inc, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed, Printed
or Stamped

My Commission Expires:
Commission Number