

LICENSE AGREEMENT

THIS IS A LICENSE AGREEMENT, entered into on _____, 2021, between:

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

and

FT. LAUDERDALE ARCHERS, INC., a Florida not for profit corporation hereinafter referred to as the "Club,"

WHEREAS, by Motion at its April 20, 2021 meeting, the City Commission of the City of Fort Lauderdale authorized the execution of this agreement, and

WHEREAS, the City owns certain property that the Club desires to use for archery activities and related recreational programs, subject to the rights of the Housing Authority of the City of Fort Lauderdale.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **PROPERTY.** The property to be used by the Club and which is subject to the non-exclusive license granted by this Agreement is more particularly described as follows:

The West one-half (W1/2) of Tract 7 and Tracts 4, 5, and 6, Tier 16, "NEWMAN'S SURVEY" according to the plat thereof, as recorded in Plat Book 2 at Page 26 of the Public Records of Dade County, Florida, reserving the East 20 feet of the West 115 feet as a utilities easement;

LESS the South 550 feet of said West one-half (W1/2) of Tract 7 and LESS right-of-way for Davie Boulevard Extension described in O.R. Book 6719 at Pages 686-688 of the Public Records of Broward County, Florida, said right-of-way more particularly described as follows: Commencing at the Northeast one-quarter (NE 1/4) of Section 13, Township 50 South, range 41 East, thence on the North boundary of said section 13, run N 880 32' 25" E, a distance of 50.35 feet to a point; thence run S 010 27' 33" E, a distance of 40.00 feet to the POINT OF BEGINNING, also being the point of curvature of a circular curve to the right having a radius of 723.94 feet, a tangent bearing of N 880 32' 25" E and a central angle of 140 54' 04"; thence on the arc of said curve, run southeasterly a distance of 188.28 feet to a point on the East boundary of said West one-half (W1/2) of Tract 7; thence on said East boundary, run N 140 49' 30" E, a distance of 25.36 feet to a point on a line 40.00 feet south of and

parallel to the North boundary of said section 13; thence run S 880 32' 25" W on said parallel line, a distance of 193.25 feet to the POINT OF BEGINNING.

Provided, however, that the City reserves the right to substitute another area for such use upon five (5) days' advance written notice to Club. In such event, the new area shall be the "property" for the purposes of this Agreement.

2. **PURPOSE.** The property shall be used only for archery club activities. The City reserves the right to request financial statements from the Club relating to the Club's occupancy and use of the property. Club shall furnish City with a list of its officers and directors and notify the City of the names of any new officers and directors. Club shall furnish City with the name and address of the Club's officers or employees who shall have authority to pay the Club's bills.

3. **TERM.** The authorization granted by this Agreement is for a period not to exceed two (2) years beginning on May 2, 2021 to May 1, 2023, subject to annual renewals by the City.

4. **TERMINATION.** This Agreement may be terminated by either party by giving ninety (90) days written notice of said termination to the other. City, through its City Manager, has the right to terminate or suspend this Agreement without notice to Club if the property is destroyed or damaged by any foreseen or unforeseen instance and fulfillment of the Agreement is impossible by CITY or when the City Manager determines Club's activities may be or are detrimental to the public or to the City or has reason to believe any law is being violated by Club, or its agents, employees members or activity participants.

5. **FEE.** The Club shall pay City a fee for the use of the premises of One Dollar (\$1.00) per year, plus any applicable State taxes. Such fee shall be payable in advance and without additional notice from the City, at the Holiday Park Social Center, 1150 G. Harold Martin Dr, Fort Lauderdale, Fl. 33311.

6. **STRUCTURES.** The Club shall have the right to construct and maintain a target range, a picnic shelter and other related structures of improvements, which shall be made upon the property only upon the prior written consent of the City. All plans and specifications for any improvements together with approvals from all agencies having jurisdiction shall be submitted to the City for its review and approval as an initial requisite to consent. The Club agrees to remove any and all such structures at any time if directed by the City.

7. **EXPENSE OF CONSTRUCTION AND MAINTENANCE.** The improvements upon the subject property shall be made and maintained at the expense of the Club without expense to the City. All trash collection and removal shall be the responsibility of the Club at no expense to the City. The maintenance of the premises shall be the responsibility of the Club and the Club shall pay for all utilities used on the property including, but not limited to, water, electric, gas and sewer.

8. **VEHICLE USE AREAS.** Club agrees to pay for and maintain any improvements to

vehicular use areas on the property. Any changes, improvements or repairs to vehicular use areas shall require prior written approval from the City.

9. **SIGNS.** Club shall install signs at its own expense on the property, subject to all applicable City laws, and upon prior written consent by the City Manager or designee.

10. **SECURITY.** Club shall be responsible for security of the premises and if additional measures such as, but not limited to, erecting a fence, hiring security guards or removing unsecured equipment from the premises are determined to be necessary or desirable, then such actions shall be the responsibility of the Club. Storage of any items on or about the premises shall be the sole risk of the Club.

11. **DAMAGE DEPOSIT.** Club shall deposit with City the sum of Five Hundred (\$500.00) dollars, fifteen (15) days in advance of the first date of permitted use of the property, which sum shall be held by the City, as security, to ensure that City will be reimbursed for any damage, other than normal wear and tear, to the property that results from Club's use thereof. City agrees to refund the deposit less any deductions for the City's expenses should damage occur within fifteen (15) days of the termination of this Agreement. If this Agreement should be revoked as provided above, the security deposit will be returned to the Club.

12. **OWNERSHIP.** All structures and fixtures to be constructed upon the subject property shall be owned by the City. In the event of revocation of the permission granted in this Agreement, for any cause, ownership of all property and improvements shall revert to the City without further action.

13. **CONTROL.** All control of the recreational activities conducted by the Club on the property shall be under the exclusive management and direction of the Club directors, and such activities are subject to the restrictions and requirements of the City, concerning the use of such property or portions of it, and subject to all the laws, ordinances and regulations governing same, now and in the future.

14. **ENCUMBRANCES.** The Club shall not pledge, mortgage or otherwise lien or cause to be liened the subject premises. In the event any lien or other encumbrance is placed upon the property and is not removed within thirty (30) days, the permission to use the property shall automatically terminate.

15. **INSURANCE AND INDEMNIFICATION.** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Club, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Club. Club shall provide City a certificate of insurance evidencing such coverage. Club's insurance coverage shall be primary insurance as respects to City for all applicable policies. The limits of coverage under each policy maintained by Club shall not be interpreted as limiting Club's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the interests of City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Club against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as City’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Club under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$100,000 each occurrence for Damage to Rented Premises

Policy must include coverage for contractual liability and independent contractors.

City of Fort Lauderdale, a Florida municipal corporation, its officials, employees, and volunteers and the Housing Authority of the City of Fort Lauderdale are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Club. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, and volunteers.

(If Adding Structures)

Builder’s Risk Coverage

For improvements under construction, coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed Policy Extension provision
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of City, the Club, and subcontractors in the property against all risk of physical loss and damage, and name City as a Loss Payee. This insurance shall remain in effect until the work is completed and the property has been accepted by City.

(If Maintaining Structures)

Property Coverage

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by City

This policy shall insure the interests of City and the Club in the property against all risk of physical loss and damage, and name City as a Loss Payee.

All insurance proceeds received by or on account of this Agreement, shall be used for the purpose of reconstruction or repair, as the case may be, of any of the property, structures, improvements or fixtures contained within the Agreement so damaged or destroyed.

The Club shall, at its own expense, take all reasonable precautions to protect the Premises from damage or destruction.

Collection of Insurance

In the event of destruction of or damage to over fifty percent (50%) of any of the Premises or the buildings, other structures and Improvements covered by insurance and the Club's election to rebuild the Premises or the buildings, other structures and Improvements pursuant to the Club's option provided in this Agreement, the funds payable pursuant to such insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Fort Lauderdale, Florida, selected by City, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, other structures or Improvements so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the ordinances and charter of City. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of the reconstruction or repair. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to City.

Insurance Certificate Requirements

- a. The Club shall provide City with valid Certificates of Insurance (binders are unacceptable) at least ten (10) days prior to execution of this Agreement and no later than thirty (30) days prior to commencement of any improvements.
- b. The Club shall provide a Certificate of Insurance to City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Club to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event this Agreement term goes beyond the expiration date of the insurance policy, the Club shall provide City with an updated Certificate of

Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. City reserves the right to suspend this Agreement until this requirement is met.

- e. City and the Housing Authority of the City of Fort Lauderdale shall be named as an Additional Insured on all liability policies.
- f. The Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

The Club has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding City and Housing Authority of the City of Fort Lauderdale as an Additional Insured shall be at the Club's expense.

If the Club's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Club may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Club's insurance coverage shall be primary insurance as respects to City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, and volunteers shall be non-contributory.

Any exclusions or provisions in any insurance policy maintained by the Club that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained during the Agreement. Any lapse in coverage shall be considered breach of contract. In addition, the Club must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. City reserves the right to review, at any time, coverage forms and limits of the Club's insurance policies.

All notices of any claim/accident (occurrences) under this Agreement shall be provided to the Club's insurance company and City's Risk Management office, as soon as practical.

The Club agrees to indemnify and hold the City, its officers and employees harmless from and against any and all claims, lawsuits, judgments or similar causes of action, for any injuries to persons or the damage, loss or theft of property arising out of the use, improvements and activities conducted by the Club on the property described above. Further, the Club agrees to defend the City against any and all such claims and suits as described

above at the Club's sole cost and expense with no cost and expense to be incurred by the City of Fort Lauderdale. Club further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City, Club shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that the City (exercisable by the City's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this License and shall not be limited by any insurance required under this Agreement.

16. **TAXES.** The Club will be required to pay all taxes lawfully levied against the subject premises during the term, if any.

17. **MAINTENANCE.** The Club shall have the responsibility to maintain the property in a condition satisfactory to the City, and to institute and enforce regulations and procedures to ensure that all of its activities are conducted in the safest possible manner.

During and after permitted use, Club shall, at its expense, maintain the area and all improvements thereto in a clean, attractive and orderly condition. The Club shall be responsible for the prompt removal of all trash, litter and debris which accumulates on or about the property and which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by Club members, visitors or spectators. Club shall deposit all such trash, litter and debris in the containers provided by the city for pickup at locations determined by the City. Club shall further be responsible and reimburse City for any damage to any plants, shrubs, trees or any City improvements such as sidewalks and paved surfaces in the vicinity, unless such damage is attributable to construction by the City, its contractors; or other City authorized act (other than those attributable to Club). Club shall be responsible for the upkeep of the structures within the complex such as tables, viewing platforms and signs. City shall be responsible for the general maintenance of the grass inside the complex.

18. **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:

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

Club: Fort Lauderdale Archer's, Inc.
4590 SW 46th Avenue
Fort Lauderdale, FL 33308

Club shall be responsible to provide and pay for any required portable toilet facilities during tournaments or large Club outings, until such time as permanent toilet facilities are available at the Park.

19. **COMPLIANCE WITH LAWS.** The Club shall always comply with all rules, regulations, laws and ordinances of City and any other governmental agency having jurisdiction. Failure of the Club to do so shall be grounds for revocation of this Agreement.

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, Florida, for the purposes of any litigation or administrative proceedings arising out of this Agreement.

21. **WAIVER.** The City's waiver of any breach of any term, condition, or covenant of this Agreement shall not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this Agreement.

22. **NON-LIABILITY OF CITY.** City shall not be liable for any acts or omissions of Club for any conditions resulting from any provision under this Agreement or other activities of Club or agents of Club or patrons of Club. City shall not be liable for any damage or injury that may happen to Club, Club's agents, Club's patrons, or property from any cause whatsoever, during this Agreement. The City shall not be liable to the Club or any third party for any damage or destruction caused by the Housing Authority.

23. **DISCLOSURE AND CONSENT.** The City hereby discloses that it is negotiating the sale of this Property to the Housing Authority of the City of Fort Lauderdale (“Housing Authority”) and the Club is granted certain rights and assumes the obligations under this License subject to the rights and privileges of the Housing Authority. During the term of this License, the Housing Authority shall have the right of access to the Property to conduct its studies, evaluations, analysis, and inspections it deems necessary (“Due Diligence”). The Club shall coordinate its activities with the Housing Authority and shall remove at its expense such improvements which may impede or restrict Due Diligence activities by the Housing Authority. Any extensions of the term beyond two (2) years shall require the consent and approval of the Housing Authority in its sole discretion.

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

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

ATTEST:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

Jeffrey A. Modarelli, City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Tania Marie Amar, Assistant City Attorney

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

WITNESSES:

FT. LAUDERDALE ARCHERS, INC., a
Florida Not for Profit Corporation

By _____
Charles W. Coulter, President

Witness print/type name

Witness print/type name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by Charles W. Coulter as President for **FT. LAUDERDALE ARCHERS, INC.,** a Florida Not for Profit Corporation.

SEAL

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

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____