

LICENSE AGREEMENT

THIS IS A LICENSE AGREEMENT, entered into on May 16, 2011, 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 non-profit corporation
hereinafter referred to as the "Club,"

WHEREAS, by Motion at its May 3, 2011 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;

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 (NE1/4) 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 of ten (10) years beginning on May 4, 2011 to May, 3, 2021.

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 City Manger 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, to the Park Manager, Snyder Park, 3299 S. W. 4th Avenue, Fort Lauderdale, Fl. 33315.

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.** The Club shall be responsible for obtaining general liability insurance (in amounts of \$1,000,000.00) for the property, any improvements and activities conducted on them. The insurance shall name the City as an additional insured, and a copy of a Certificate of Insurance shall be furnished to the Risk Manager of the City; the insurance shall be kept in full force and effect during the term of this Agreement, and for any subsequent renewal.

Further, the Club shall maintain fire and extended coverage insurance in an amount equal to ninety percent (90%) of replacement cost of any structure upon the same terms.

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 at all times 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 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.

[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, FT. LAUDERDALE ARCHERS, INC. CLUB, the day and year written below.

WITNESSES:

Safec Ali
Safec Ali
Witness print/type name

CITY OF FORT LAUDERDALE

By

[Signature]
Mayor

[Signature]
Hakima Skowrodick
Witness print/type name

By Allyson C. Love
Acting City Manager

(CORPORATE SEAL)

ATTEST:

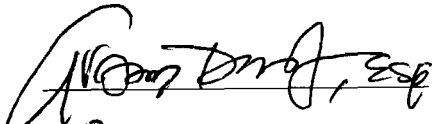
Jonda K. Joseph
City Clerk


Approved as to form:

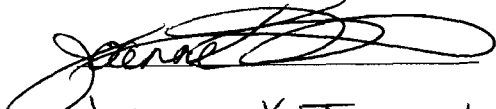
[Signature]
ASST. City Attorney

WITNESSES:

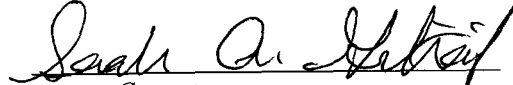
FT. LAUDERDALE ARCHERS, INC.


GREGORY DURDEN Esq
Witness print/type name

By: 
President


Joanne K. Torrey
Witness print/type name

ATTEST:

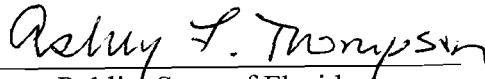

Secretary

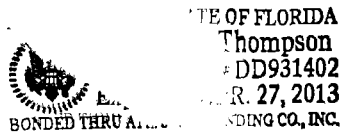
(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

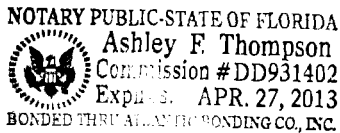
The foregoing instrument was acknowledged before me this 29th day of April, 2011, by Bill Coulter as PRESIDENT of the Ft. Lauderdale Archers, Inc., on behalf of the corporation. He/She is personally known to me or has produced Driver's License as identification.

(SEAL)


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



Name of Notary Typed, Printed
or Stamped



My Commission Expires:
Commission Number

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