

NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT AND _____, REGARDING THE USE OF THE DISTRICT'S AMENITY FACILITIES

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 201___, by and between:

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hillsborough County, Florida, and with offices at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District"), and

_____, a Florida _____, with a mailing address of _____ (the "Licensee").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and/or maintains various recreation facilities, including, but not limited to an Activity Center, within the boundaries of the District (the "Amenity Facilities"); and

WHEREAS, Licensee currently operates _____ and has asked the Board of Supervisors of the District for permission to operate a _____ at the Amenity Facilities (the "Services"); and

WHEREAS, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter a specific portion of the Amenity Facilities for the purposes of providing the Services, provided that such use does not impede the District's operation of the Amenity Facilities as a public improvement; and

WHEREAS, in order for the District to recover certain additional costs it will incur in the provision of the License (*e.g. electricity and cleaning costs*), the Licensee shall pay the District ten percent (10%) of the customer proceeds for Covington Park resident customers and fifteen percent (15%) for non-resident customers.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Licensee agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. LICENSE. The District hereby grants and conveys to the Licensee a non-exclusive license to enter a specific portion of the Amenity Facilities for the purposes of providing the Services (the "License").

3. HOURS AND AREA. Licensee shall coordinate Services directly with the District Manager or his/her on-site management designee. Licensee shall schedule all Services in advance pursuant to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling and designation of area of Amenity Facilities where such Services may be provided.

4. USE OF AREA. Licensee shall not have exclusive use of the Amenity Facilities, but shall have exclusive use of the designated portion or area of the Amenity Facilities for operation of the Services during the hours approved by District Manager. However, Licensee's use shall not interfere with the operation of the Amenity Facilities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any all such taxes. The Licensee agrees that all use of the Amenity Facilities shall be subject to the rules and policies of the District and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

5. FEES. In consideration of the provision of the License, Licensee hereby agrees to pay the District ten percent (10%) per customer for Covington Park resident customers and fifteen percent (15%) for non-resident customers to reimburse the District for certain additional costs it will incur in connection with the License (*e.g. electricity and cleaning costs*).

6. TERM. This Agreement shall commence upon the date and time first written above, and shall continue in effect until terminated by either party hereto.

7. PROFESSIONAL JUDGMENT. Licensee represents that it is qualified to provide the Services and to provide certified, trained and qualified instructors. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the Services, including taking precautions for the safety of its students and employees. All minors taking part in the Services offered shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any student while taking part in the Services. Any and all waivers signed by Licensee's users shall acknowledge the fact that the District is not responsible. Licensee shall remain an active Florida business in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License.

8. CARE OF PROPERTY. The Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in the Services to do the same. The Licensee agrees that it shall assume responsibility for any and all damage to the District's Amenity Facilities or lands as a result of the Licensee's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent. In the event that

any damage to the District's Amenity Facilities or lands occurs, the District shall notify the Licensee of such damage. The Licensee agrees that the District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

9. REVOCATION. The District shall have the right to revoke the License at any time upon notice to the Licensee due to the Licensee's failure to perform in accordance with the terms of this Agreement or for any other reason.

10. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

11. INSURANCE AND INDEMNITY. Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than **\$1,000,000** per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, students, guests or invitees. The District shall be a named insured on such policy. Licensee shall provide continuous proof of such insurance coverage to the District.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Licensee will indemnify, save, and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Licensee's officers, directors, agents, assigns, or employees, which cause harm to persons or property, specifically including but not limited to all acts or omissions of Licensee's officers, directors, agents, assigns, or employees. Licensee agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

12. RECOVERY OF COSTS AND FEES. In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties to the Agreement.

15. ASSIGNMENT. Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

16. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

17. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Covington Park Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Pettit Worrell Craine Wolfe LLC
One Urban Center
4830 W. Kennedy Blvd., Suite 475
Tampa, Florida 33609
Attn: Biff Craine

B. If to the Licensee: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

18. SEVERABILITY. Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Witnesses:

Signature

By: _____

Print Name of Witness

Its: _____

Signature

Print Name of Witness