

AGREEMENT FOR USE OF TENNIS CENTER

THIS AGREEMENT FOR USE OF TENNIS CENTER, is entered into this 24th day of February, 2016 by and between the **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **WORKHOUSE WORLDWIDE LLC**, a California limited liability company, with an address of 9950 Jefferson Boulevard, Building #3, Culver City, California, 90232 (hereinafter referred to as "Producer").

WITNESSETH:

WHEREAS, the City owns and maintains a Tennis Center located at 201 W. Atlantic Avenue, Delray Beach, FL ("Tennis Center"); and

WHEREAS, Producer seeks to use the Tennis Center on March 4, 2016 for purposes of a photographic backdrop during the production of a television commercial; and

WHEREAS, this Agreement shall provide that Producer shall hold harmless and defend the City for any damages or claims arising from Producer's use of the Tennis Center.

NOW, THEREFORE, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. **Use of Premises.** Producer shall be allowed to use, as specified herein, the Tennis Center, including upstairs above the tennis pro shop ("Premises") located at 201 W. Atlantic Avenue, Delray Beach, as a photographic backdrop during the production of a television commercial on March 4, 2016, between the hours of 6 A.M. until 10:00 p.m. Producer shall also be allowed to set-up the upstairs room 24 hours prior to the beginning of the shoot. The production of the aforementioned television commercial shall not contain any nudity as defined by the City's Land Development Regulations. Producer shall be allowed to use the Tennis Center stadium, selected hard courts, clubhouse, restroom facilities, and a portion of the Tennis Center parking lot. Producer's use of these facilities shall not interfere with the normal use of the courts or the function of the Tennis Center. The City shall also provide, if necessary, for one on-site staff member during the times as described herein to assist Producer with the use of the Premises as well as one on-site electrician on the day of Producer's use of the Tennis Center. Producer shall make no change or alteration to the Tennis Center.

3. **Indemnification.** Producer, shall at all times hereafter indemnify, hold harmless, and at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Producer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action, or demand, Producer shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at the City's option, pay for an attorney selected by the City Attorney to defend the City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If Producer, its agents, employees, or contractors damages or causes the destruction of any real or personal property at the Tennis Center, Producer shall compensate the City for such damage or destruction within 10 days of receiving notification from the City. Nothing contained herein is intended nor shall be construed to waive the City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

4. **Insurance.** Producer shall provide certificates of insurance to the City evidencing its insurance coverage and naming the City and JCD Sports Group, Inc. as additional insureds. Such insurance shall be in an amount and form that is acceptable to the City and shall be delivered to the City prior to the use of the Premises by the Producer. If Producer fails to provide the certificates of insurances in a form acceptable to the City, the City may immediately terminate this Agreement.

5. **Governing laws; venue.** This Agreement shall be governed by the laws of the State of Florida. Any proceeding initiated to enforce the provisions of this Agreement shall be brought in the State or Federal courts located in Palm Beach County, Florida.

6. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

8. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect, except by a further agreement in writing duly executed by each of the parties hereto.

9. **Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision thereof give any third person any right of subrogation or action over or against any party to this Agreement.

10. **Payment.** Producer shall pay a fee of \$10,000.00 plus 6% FL State Sales Tax, for a total of \$10,600.00, to the City for the use of the Premises as described herein. If the electrician is needed for additional hours beyond 6 a.m. and 10 p.m. there shall be an additional charge of \$50.00 per hour. The \$10,600 fee shall be due prior to March 4, 2016. All dollar amounts referred to above shall be in the form of money orders or cashier's checks and made payable to the City of Delray Beach, Florida.

11. **Assignment.** This agreement may not be assigned by either party unless first obtaining written permission from the other party.

12. **Right to License/Exhibit TV Commercial.** Producer shall have the right to exhibit and license others to exhibit all or any part of said scenes on screen/television, local and/or national.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA,

By: _____
City Clerk

By: _____
Cary Glickstein, Mayor

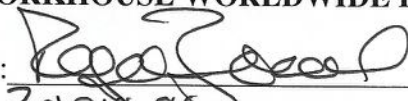
Approved as to Form:

By: _____
City Attorney

WITNESSES:

WORKHOUSE WORLDWIDE LLC

(print or type name)

By: 

(print or type name)

(print or type name)

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ (name of officer or agent, title of officer or agent) of Workhouse Worldwide LLC, a California limited liability company, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

Signature of Notary Public-State of Florida