

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2017 by and between the **CITY OF DELRAY BEACH, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as "**City**") and **COMMUNITY GREENING CORP.**, a Florida Not For Profit Corporation (hereinafter referred to as "**Licensee**").

WITNESSETH:

WHEREAS, **City** owns and controls certain property located at 1500 Southwest 6th Street, Delray Beach, Florida 33444, upon which is located Catherine Strong Splash Park; and

WHEREAS, within Catherine Strong Splash Park, the **City** maintains several classroom facilities that are available for use by the **City**; and

WHEREAS, **Licensee** is not-for-profit corporation organized under the laws of the State of Florida whose focus is on environmental stability and building community through trees; and

WHEREAS, **Licensee** desires to use one of the **City's** classroom facilities at Catherine Strong Splash Park for the purpose of conducting its operations; and

WHEREAS, the **City** has determined that it is in the public interest to enter into an agreement with **Licensee** to provide for the use of classroom facilities at Catherine Strong Splash Park; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the Parties hereto as follows:

1. **Licensee's Rights for Use of Site.** **Licensee** shall have authority, subject to the provisions and limitations set forth in this agreement, to use classroom no. 4 ("Classroom No. 4" or "Premises") at Catherine Strong Splash Park for staff preparation in support of programs sponsored by **Licensee**. A depiction generally illustrating the location of Catherine Strong Splash Park and Classroom No. 4 is attached to this agreement as **Exhibit A**.

2. **Term.** The term of this Revocable License Agreement shall commence at the time that this agreement is executed by all the Parties and shall terminate at 11:59 PM on the date of anniversary of this agreement. The term of this Revocable License Agreement may be

extended for a period of one year at the request of the **Licensee** and at the discretion of the **City**, provided that **Licensee** shall provide **City** with written notice of its intent to extend the term of this agreement at least 30 days prior to the expiration or anniversary date.

3. **License Fee.** **Licensee** must pay to **City** an annual license fee of one dollar (\$1.00), payable at the time of execution of this Revocable License Agreement and at the time of any extension hereof, for its use of the Premises as authorized herein.

4. **Agreements of the Parties.** **City** and **Licensee** agree as follows in connection with **Licensee's** use of the Premises:

- a. Venue and Schedule:
City shall provide to **Licensee** Classroom No. 4 for use as described herein according to the following schedule: Mondays through Fridays from 10:00 AM through 6:00 PM, and Saturdays from 10:00 AM through 4:00 PM. **City** agrees to provide **Licensee** with access to Catherine Strong Splash Park only on days that said park is open to the public. **Licensee** may not use the Premises on days or at times that Catherine Strong Splash Park is otherwise closed.
- b. Maintenance of Classroom No. 4:
Licensee accepts Classroom No. 4 in its current condition and agrees to maintain the Premises in a first class manner. Exterior maintenance of the Premises, except as otherwise specified in this Revocable License Agreement, shall remain the responsibility of **City**. All other maintenance shall be performed by **Licensee** at **City's** sole discretion.
- c. Furnishings:
Licensee shall be responsible for providing all furnishings within the Premises. **City** retains the right to require **Licensee** to discontinue the use of any furnishing in the **City's** sole discretion.
- d. Internet Access:
City agrees to provide high speed internet access to the Premises. **Licensee** shall be responsible for the payment of any directly related costs associated therewith, including service fees. Within 30 days of **Licensee's** receipt of invoice from **City** for such costs, **Licensee** shall remit payment in full to **City**.
- e. Signage:

Licensee shall place a sign identifying Community Greening Corp. on the outside of the door to Classroom No. 4. Such signage shall be consistent in size and design, in **City's** sole discretion, with signage on other classroom doors within Catherine Strong Splash Park. All signage must be approved in advance by **City**. Upon the expiration of this Revocable License Agreement, or at any other time in **City's** sole discretion, **Licensee** shall be responsible for the removal of any such signage and for any cost associated therewith to return the Premises to the condition in which it was received.

f. Quarterly Reports:

Licensee agrees to provide quarterly reports to **City** regarding **Licensee's** operations within the Premises. Each report must be provided to **City** within 10 days of the end of a calendar quarter, as that term is commonly understood.

g. Other Facilities:

All other facilities within Catherine Strong Splash Park shall be available to **Licensee** in the same manner and at the same times as those facilities are available to members of the general public.

5. **Termination.** **City** may terminate this Revocable License Agreement upon 24 hours' notice for Licensee's failure to perform any of the terms and conditions of this Agreement. Notwithstanding the foregoing, either Party may terminate this Revocable License Agreement with or without cause upon 30 days' notice.

6. **Compliance.** **Licensee** agrees to comply with all applicable federal, state, county, and local laws and regulations regarding non-discrimination and specifically agrees not to discriminate against any person on the basis of color, race, religion, age, creed, sex, national origin, or disability.

7. **City's Right to Control Premises.** **City** or its designee at all times reserves the right to eject or cause to be ejected from the premises any person or persons violating (or to keep persons from violating) any federal, state, county, or local law or regulation, and neither the **City**, its designee, nor of any its officers, agents or employees shall be liable in any manner to **Licensee** or its officers, agents, or employees for any damages which may be sustained by **Licensee** through the exercise of this right by **City** or its designee.

8. **Alterations and Improvements to Premises.** **Licensee** may not make any alteration, adjustment, partition, addition or improvement to the Premises, or any part thereof, without obtaining prior written consent of **City**. All requests by **Licensee** shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions, or improvements shall, at **City's** sole discretion, remain the exclusive property of the **City** or be removed by **Licensee** upon **City's** request. In the event that **City** shall request removal, **Licensee** shall perform, at its sole cost, removal in a manner that shall return the Premises to the condition in which it was received. Any cost necessary to restore or prepare the Premises for return shall be the sole responsibility of the **Licensee**. All such alterations or improvements shall be made at the sole cost and expense of **Licensee**.

9. **Personal Property.** **Licensee** agrees that all personal property placed on or at the Premises shall remain the property of the **Licensee** and shall be so placed at the risk of **Licensee**.

10. **Repair and Damage of Site.** **Licensee** shall be fully responsible for damage of any kind or nature to the Premises caused by the use by **Licensee** or invitees of **Licensee**. **Licensee** shall be fully responsible for any and all repairs or replacement deemed reasonably necessary by **City** to return the Premises to the condition existing at the commencement of this License Agreement, normal wear and tear excluded. **Licensee** shall give to **City** prompt written notice, in compliance with Section 19 below (Notice), of any occurrence, incident, or accident occurring on or at the Premises. In the event any damage should occur to the Premises, **Licensee** shall promptly notify the **City**.

11. **Indemnification and Insurance.**

(a) Prior to any use of the Premises as authorized herein, **Licensee** shall provide to **City** certificates of insurance evidencing **Licensee's** commercial general liability coverage in the amount of not less than \$1,000,000 per occurrence with an annual aggregate of \$2,000,000 and naming **City** as additional insured. **Licensee** shall notify **City** immediately of any modification, cancellation, lapse, or termination in such insurance, which may affect **City**.

(b) To the fullest extent permitted by law, **Licensee** agrees to indemnify, defend and hold **City** harmless from and against any and all expenses, damages, claims, suits,

losses, actions, judgments, liabilities, and costs whatsoever (including attorney fees) arising out of or resulting from its use of the Premises and any negligence or willful misconduct of **Licensee**, or its employees, agents, or servants, in connection with this Agreement. **Licensee** assumes all risk and danger incidental to its use of the Premises. Nothing contained herein is intended nor shall be construed to waive **City's** rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time. The provisions of this Paragraph shall survive the termination of the Agreement.

12. Release. As part of the specific consideration for City to consent to this Revocable License Agreement, and for further consideration of the sum of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that **City**, its designees, officers, agents, and employees assume no responsibility whatsoever for any property placed in the Premises; and **City**, its designees, officers, agents, and employees are expressly released and discharged from any and all liability for any loss, injury, damage, theft, vandalism, or other wrongful acts, or acts of any kind or nature resulting in damage or loss to persons or property which may be sustained due to **Licensee's** use of the Premises. **Licensee** further expressly waives any and all claims for compensation for any and all loss or damages sustained by reason of any defects, deficiencies, or impairment of the electrical equipment, water supply, equipment or wires furnished for the Premises or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or by reason of any loss or damage sustained by **Licensee** resulting from fire, water, hurricane, tornado, civil commotion, riot, theft, or other acts of God, and **Licensee** hereby expressly waives all right, claims, and demands and forever releases and discharges **City**, its designees, officers, agents, and employees from any and all demands, claims, actions and causes of actions arising from any of the causes aforesaid.

13. Surrender Upon Termination. **Licensee** shall peaceably surrender and deliver the Premises to **City** immediately upon expiration of the term or upon termination of this Revocable License Agreement. **Licensee** further agrees that it will leave the Premises in the condition existing at the commencement of this License Agreement, normal wear and tear

excepted, and subject to the provisions of Section 8 (Alterations and Improvements to Premises) and Section 10 (Repair and Damage of Site).

14. **Controlling Law.** This Revocable License Agreement shall be deemed to be made and shall be in accordance with the laws of the State of Florida which will be controlling in any dispute that arises pursuant to this agreement. Venue shall be in Palm Beach County, Florida.

15. **Entire Agreement.** This Revocable License Agreement constitutes the entire agreement between **City** and **Licensee** and may not be altered, amended, or modified except by an instrument in writing signed by the parties to the Agreement with all the same formalities as this Agreement.

16. **Inspector General.** **Licensee** is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Revocable License Agreement, and may demand and obtain records and testimony from **Licensee** and its subcontractors and lower tier subcontractors. **Licensee** understands and agrees that in addition to all other remedies and consequences provided by law, the failure of **Licensee** or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by **City** to be a material breach of this Revocable License Agreement justifying its termination.

17. **Public Records.** IF **LICENSEE** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO **LICENSEE**'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM. **Licensee** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **Licensee** agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by **City**.

b) Provide the public with access to public records on the same terms and conditions that the **City** would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to **City** all records in possession of the **Licensee** at the termination of the Agreement and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to **City** in a format that is compatible with the information technology systems of **City**. All records shall be transferred to the **City** prior to final payment being made to the **Licensee**.

e) If **Licensee** does not comply with this section, **City** shall enforce the provisions in accordance with this Revocable License Agreement and may unilaterally cancel this agreement in accordance with state law.

18. Force Majeure. **City** shall not be responsible for its failure to make the premises available or to provide the facilities and services described herein, where such performance is rendered impossible and impractical due to strikes, walk-outs, acts of God, inability to obtain labor, materials or services, government restriction (other than **City**), enemy action, civil commotion, fire, unavoidable casualty, utility disruptions or blackouts, or similar causes or any other causes beyond the control of **City**.

19. Notice. Any notice or communication under this agreement shall be in writing and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given other than by registered or certified mail, the notice or communication shall be deemed to have been given when delivered to and received by the party to whom it is addressed. The notices and communication shall be given to the particular parties at the following addresses:

City: City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Licensee: Mark Cassini
Community Greening Corp.
3384 Lakeview Blvd.
Delray Beach, FL 33445

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officials on the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
City Clerk

By: _____
Cary Glickstein, Mayor

Approved as to Form:

By: _____
City Attorney

WITNESSES:

COMMUNITY GREENING CORP.

[Signature]
DANA BROWN
(Name printed or typed)
[Signature]
IRONKA WEINSTEIN
(Name printed or typed)

By: [Signature]
MARK CASSINI
(Name printed or typed)

STATE OF FLORIDA

COUNTY OF Delam Beach

The foregoing instrument was acknowledged before me this 24 day of March, 2017, by MARK CASSINI (name and title of officer or agent) of COMMUNITY GREENING CORP (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, 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]
Signature of Notary Public - State
of Florida

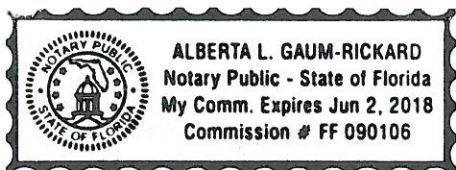


EXHIBIT "A"

