

CITY OF SUNRISE
LEISURE SERVICES DEPARTMENT
FACILITY LICENSE AGREEMENT

Licensee : The School Board of Broward County, Florida
Address : 600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

This License Agreement ("Agreement") is made and entered into by and between City of Sunrise, a Florida municipal corporation ("City"), and Licensee, as specified above.

In consideration of the mutual covenants and agreements set forth in this Agreement, City and Licensee do hereby agree as follows:

A. Grant of License. Subject to the Basic Terms described below and the Terms and Conditions set forth in this Agreement, City, acting through the Director of Leisure Services Department (the "director") or a designee, hereby grants Licensee the privilege and right to use the Civic Center Swimming Pool located at 10610 West Oakland Park Boulevard in the City of Sunrise, Florida (the "Facility") for use by the Piper High School swim team and water polo team.

B. Basic Terms. The following terms shall apply to this Agreement:

1. Facility. The License granted hereunder shall have the following characteristics:

The Term of this Agreement is one (1) year commencing August 8, 2007 and expiring on August 7, 2008. The daily scheduled use of the Facility is subject to the approval of the Leisure Services Director.

Facility fee: There shall be a charge of \$6,895.85 for the use of this facility. The School Board will be invoiced at the end of the term.

C. Terms and Conditions. The attached Terms and Conditions are incorporated by reference into this Agreement.

D. Entire Agreement. This Agreement, consisting of the basic Agreement and the attached Terms and Conditions, constitutes the entire Agreement between the

parties. This Agreement supersedes all prior agreements or negotiations concerning the subject matter hereof. No representation, promise or undertaking heretofore or concurrently made, whether in advertising or marketing materials, discussions or otherwise, shall be binding on either party unless specifically set forth herein.

IN WITNESS WHEREOF, this Agreement shall become effective and binding upon the parties when executed by both Licensee and City of Sunrise, as indicated below. Licensee has reviewed the attached Terms and Conditions of this Agreement and agrees to be bound hereby.

CITY OF SUNRISE

By: _____
Steven B. Feren, Mayor

Date: _____

AUTHENTICATION:

By: _____
City Clerk

(SEAL)

Approved as to form and legal sufficiency:
KIMBERLY REGISTER
City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Kimberly Register

LICENSEE

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

(Corporate Seal)

By: _____
Beverly A. Gallagher, Chair

ATTEST:

Date: _____

James F. Notter
Interim Superintendent of Schools

Approved as to form:



School Board Attorney

TERMS AND CONDITIONS

Section I. Additions or Alterations

- 1.1 Additions or Alterations. Licensee shall not make any additions or alterations in the interior or exterior of the Facility or the fixtures, furnishings and equipment therein without the prior written consent of director.

Section II. Possession and Use

- 2.1 Possession and Use. Licensee shall be entitled to the use and possession of the Facility during the Term of this Agreement, subject to the provisions of this Agreement. Licensee and Licensee's guests shall be entitled to use the Facility only at times specified in this Agreement or as approved by the director. This Agreement provides Licensee only with the right and privilege to possess and use the Facility in the manner set forth herein.

Section III. Term, Fees

- 3.1 Term. The Term of this Agreement shall commence and shall expire on the time/dates set forth in Paragraph B.
- 3.2 Fees. The use and possessions of the Facility shall be contingent upon payment to the City of the fee set forth in Paragraph B.

Section IV. Other Terms and Conditions

- 4.1 Covenants of Licensee. Licensee covenants and agrees with City as follows:
 - (a) While in possession of the Facility, Licensee shall keep and maintain the Facility in good repair, order and condition, except for normal wear and tear, and shall reimburse City for costs incurred by City to repair any damage caused by Licensee or Licensee's guests to the Facility or to the property of City therein. Licensee shall not be responsible for any damage caused by persons using the Facility other than Licensee or Licensee's guests. Nothing herein shall be construed as an obligation on the part of Licensee to provide for the ordinary maintenance of the Facility or for repairs to the facility that are not necessitated by damage caused by Licensee or Licensee's guests.

- (b) While using and occupying the Facility, Licensee and Licensee's guests shall at all times maintain proper decorum, abide by and observe City's rules and shall comply with all applicable present and future laws, ordinances, orders, rules and regulations of all governmental authorities. Smoking is not permitted.
- (c) Licensee shall not permit any food or beverages to be brought into the Facility without express authorization from the director.

4.2 Default

- (a) In the even Licensee defaults in the performance or observation of its duties and obligations under this Agreement, City may, at its option, terminate the rights of Licensee hereunder by giving Licensee thirty (30) days prior written notice. In the event that Licensee shall not have cured the default or breach specified in said notice within said period, then City may terminate the right of Licensee to the use and possession of the Facility and all other rights or privileges of Licensee under this Agreement whereupon City shall have no further obligation of any kind to Licensee and may enter the Facility and remove all items of property of Licensee for storage at Licensee's expense. Upon City's termination of Licensee's license to use the Facility, City shall be free to relicense the Facility to a third party without obligation of Licensee.
- (b) The foregoing remedies of City shall not be to the exclusion of any other right or remedy set forth herein or otherwise available to City in law or in equity.
- (c) No waiver by City of any default or breach by Licensee of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by Licensee hereunder, and no failure or delay by City in the exercise of any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to City.

4.3 Strikes, Damage, Destruction, Condemnation

- (a) In the event of any damage, destruction, condemnation or taking of the Facility, which renders the Facility unusable, then, City shall attempt to relocate Licensee to another Facility. However, if City is unable to relocate Licensee to another Facility, then, this

Agreement shall terminate as of the date of such damage or destruction.

4.4 Access by City

City, its officers, agents, employees, and representatives shall be entitled to have access to the Facility on such occasions and to such extent as City, shall in its sole discretion, deem necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by City or to be observed by Licensee under this Agreement for the compliance with the rules and regulations governing use of the Facility.

4.5 Disclaimer of Liability

To the extent provided by law, each party agrees to defend, indemnify and hold each other harmless from and against any liability, losses, claims, suits, actions, demands, damages, costs and expenses, arising out of any personal injury or property damage occurring in or upon the Facility due to or resulting from the indemnifying party's negligence or that of its employees or agents when acting within the scope of their employment or agency. This provision is not intended to in any way alter the state's waiver of sovereign immunity or extend Licensee's or City's liability beyond the limits established by state law. Nor shall this provision be construed as consent by either party to be sued by third parties for any matter arising out of the Facility License Agreement. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

4.6 Miscellaneous

- (a) Surrender. Upon the expiration of the Term of this Agreement or upon the earlier termination of this Agreement, Licensee shall surrender possession of the Facility to City in the condition in which it was originally delivered to Licensee, normal wear and tear excepted.
- (b) Assignment and Subletting. Licensee shall not sell, assign, sublease, pledge or otherwise transfer or encumber this Agreement, or any of Licensee's rights and obligations hereunder. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of the Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

- (c) Notices. When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified: the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools
The School Board of Broward County,
Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director, Property Management
& Site Acquisition Department
The School Board of Broward County,
Florida
600 Southeast Third Avenue, 14th Floor
Fort Lauderdale, Florida 33301

To City: Leisure Services Director
City of Sunrise Leisure Services Department
10610 W. Oakland Park Boulevard
Sunrise, Florida 33351

With Copy to: City Attorney
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351

- (d) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the conflicts of law principles thereof. Any civil action or legal proceeding arising out of or related to this Agreement shall be brought in the federal and state courts situate in Broward County, Florida.
- (e) The parties shall not discriminate against any employee or participant in this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.
- (f) Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute

this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

- (g) This Agreement may be canceled by either party during the term thereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

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