

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this 31 day of July, 2008, by and between:

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

(hereinafter referred to as "SBBC"),

A body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**FIRST CHURCH OF CHRIST, SCIENTIST**

(hereinafter referred to as "CHURCH"),

whose principal place of business is

1260 SW 55<sup>TH</sup> Terrace, Plantation, Florida 33317

**WHEREAS**, the SBBC owns property in the City of Plantation, known as South Plantation High School located at 1300 Paladin Way, Plantation, FL 33317.

**WHEREAS**, parking spaces used by students at South Plantation High School in past years has been reduced due to recent school construction on site and the discontinued student parking from the City of Plantation; and

**WHEREAS**, the SBBC is requesting the Church to assist the SBBC in its efforts to provide parking accommodations to South Plantation High School students during the daytime hours; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1 – RECITALS

1.01 **RECITALS** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 – CONDITIONS

2.01 **LICENSED PROPERTY** The SBBC shall License the following described property from the Church: The back parking lot consisting of a 40 car parking spaces, located at 1260 SW 55<sup>th</sup> Terrace, Plantation, Florida 33317 ("Licensed Property").

2.02 **LICENSE TERM** The term ("Term") of the License Agreement is for five (5) years, commencing with the school year beginning August 18, 2008, and terminating at the end of the 2012 -2013 school year.

2.03 **HOURS OF OPERATION** The Licensed Property shall be used five (5) days per week, Monday through Friday between the hours of 6:30am and 3:30pm., during each of the five school years.

2.04 **RENTAL** The SBBC will compensate the Church \$1,600.00 for each school year. Payment shall be made prior to the beginning of each school year.

2.05 **ADA** The Parties hereby represents that the Licensed Property meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facilities, for the use or occupancy intended by the SBBC.

2.06 **ASBESTOS** OMITTED

2.07 **TRANSFER** The SBBC shall not assign or sublet the facilities delineated in this License Agreement, or use said facilities or any part thereof, for any purpose other than set out in this License Agreement without the written consent of the Church.

2.08 **CONDITION OF PREMISES** The Church agrees to paint the car stops in the student parking area. There are no additional improvements, and SBBC shall accept the Licensed Property in an "as is" condition at the time of occupancy. All surfaces at the expiration of the License Agreement will be left in the original condition at the time of execution of the License Agreement. If SBBC finds any conditions altered after an initial inspection of the Licensed Property, the Church should be notified immediately in writing via fax, email and U.S. Postal Service.

2.09 **HEATING AND AIR CONDITIONING** OMITTED

2.10 **LIGHT FIXTURES** OMITTED

2.11 **MAINTENANCE REPAIRS** The SBBC shall maintain and keep the Licensed Property in good repair during the term of this License and shall be responsible for clean up and the replacement of all damaged areas on the Licensed Property, except such breakage or damaged caused to the Licensed Property by the Church, its officers, agents of employees or invitees.

2.12 **OPERATION OF PARKING LOT** SBBC shall provide a monitor on site when students are arriving to insure proper behavior of students using the parking facility. SBBC shall provide parking stickers for students. Students are required to park in assigned spaces. Student vehicles which are not parked in assigned spaces or do not have parking stickers shall be towed by SBBC at that vehicle owner's expense.

2.13 **INSURANCE** The SBBC shall maintain in full force and effect during the Term public liability and property damage insurance with respect to injury, death or damage occurring at the Licensed Property or arising out of SBBC's use of the Licensed

Property or otherwise arising out of any act or occurrence at the Licensed Property. Said insurance shall be in an amount of at least one million dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name First Church of Christ, Scientist, its beneficiaries, trustees, officers, directors, agents and employees and such other parties as the Church may designate as additional insured parties. At least one week prior to the first day of each Term, SBBC shall furnish a certificate of insurance evidencing that such insurance is in effect. The SBBC hereby waives all subrogation rights of its insurance carriers in favor of First Church of Christ, Scientist, its beneficiaries, trustees, officers, directors, employees and agents and such other parties as the Church may have designated as additional insured.

#### **2.14 INDEMNIFICATION**

A. By Church: The church agrees to be fully responsible for its acts of negligence or its agent's or employee's acts of negligence when acting within the scope of their employment and agrees to be liable to SBBC for any damages resulting from said negligence.

B. By SBBC: The SBBC agrees to indemnify, hold harmless and defend the Church, its agents, servants and employees from any and all claims, judgment costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the Church, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the SBBC use of the Licensed Property, the presence or activities on the Licensed Property of any of the students, the presence or activities on or in the portion of the church property not included in the Licensed Property, products goods or services furnished by SBBC, its agents, servants or employees; the equipment of SBBC, its agents, servants or employees while such equipment is on premises owned or controlled by Church; or the negligence of SBBC or the negligence of SBBC's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to Church property, and injury or death of any person whether employed by SBBC, Church or otherwise.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **NO WAIVER OF SOVEREIGN IMMUNITY** Nothing contained in this License Agreement is intended to serve as a waiver of sovereign immunity by an agency to which sovereign immunity may be applicable.

3.02 **NO THIRD PARTY BENEFICIARIES** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this License Agreement. None of the parties intend to directly or substantially benefit a third party by this License Agreement. The parties agree that there are no third party beneficiaries to this License Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this License Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 **NON-DISCRIMINATION** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this License Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **TERMINATION** Either party may cancel this License Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this License Agreement.

3.05 **RECORDS** Each party shall maintain its own respective records and documents associated with this License Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

3.06 **ENTIRE AGREEMENT** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this License Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **AMENDMENTS** No modification, amendment, or alteration in the terms or condition contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this License Agreement and executed by each party hereto.

3.08 **PREPARATION OF AGREEMENT** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **WAIVER** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this License Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of the License Agreement shall not be deemed a waiver of such provision or modification of this License Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License Agreement.

3.10 **COMPLIANCE WITH LAWS** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this License Agreement.

3.11 **GOVERNING LAW** This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of the License Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **BINDING EFFECT** This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **ASSIGNMENT** Neither this License Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.14 **FORCE MAJEURE** Neither party shall be obligated to perform any duty, requirement or obligation under this License Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no other event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **PLACE OF PERFORMANCE** All obligations of SBBC under the terms of this License Agreement are reasonable susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **SEVERABILITY** In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this License Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **NOTICE** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage pre-paid, 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 this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a copy to: Executive Director, Facility Mgmt, Planning & Site Acquisition  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 8<sup>th</sup> floor  
Fort Lauderdale, Florida 33301

To Church: First Church of Christ, Scientist  
1260 SW 55<sup>th</sup> Terrace  
Plantation, FL 33317

3.18 CAPTIONS The captions, section numbers, article numbers, title and headings appearing in this License Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this License Agreement, nor in any way effect this License Agreement and shall not be construed to create a conflict with the provisions of this License Agreement.

3.19 AUTHORITY Each person signing this License Agreement on behalf of either party individually warrants that he or she has full legal power to execute this License Agreement on behalf of the party for who he or she is signing, and to bind and obligate such party with respect to all provisions contained in this License Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this License Agreement on the date first above written.

FOR SBEC

(Corporate Seal)

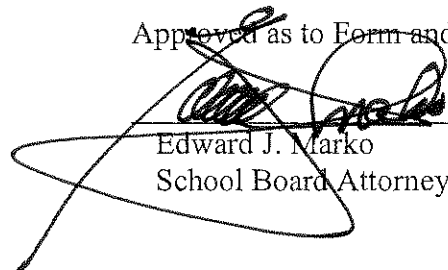
THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Robin Bartleman, Chair

\_\_\_\_\_  
James F. Notter  
Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Edward J. Marko  
School Board Attorney

FOR THE CHURCH

(Corporate Seal)

FIRST CHURCH OF CHRIST, SCIENTIST

ATTEST:

By: Kathy Steinberg  
Kathy Steinberg, Secretary

By: Laura Bonitto  
LAURA BONITTO, CHAIRMAN

By: Debra K. Henderson  
Debra K. Henderson, Bd. Member

\_\_\_\_\_, Secretary

-OR-

Ronald A. Reed  
Witness Ronald A. Reed

\_\_\_\_\_  
Witness

THE FOLLOWING NOTARIZATION IS REQUIRED FOR EVERY AGREEMENT WITHOUT REGARD TO WHETHER THE PARTY CHOSE TO USE A SECRETARY'S ATTESTATION OR TWO (2) WITNESSES.

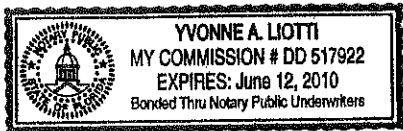
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31 day of July, 2008 by Kathy Steinberg of First Church of Christ, Scientist on behalf of the corporation/agency.

He/She is personally known to me or produced FL. Dr. License as identification and did/did not first take an oath.

My Commission Expires:



(SEAL)

Yvonne A. Liotti  
Signature - Notary Public

YVONNE A. LIOTTI  
Printed Name of Notary

DD 517922  
Notary's Commission No.