

Record and Return To:
City Clerk's Office
City of Venice
401 W. Venice Avenue
Venice, FL 34285

LICENSE AGREEMENT

This license agreement is made this 1st day of January, 2016, by and between the CITY OF VENICE, a Florida municipal corporation, whose address is 401 West Venice Avenue, Venice, Florida 34285, herein referred to as LICENSOR, and Venice Main Street, Inc., whose address is 101 W. Venice Ave., Ste. 23, Venice, FL 34285, herein referred to as LICENSEE.

In consideration of the mutual promises contained herein, the LICENSOR and LICENSEE agree as follows:

1. The LICENSOR grants to the LICENSEE a license to use a sign structure located within public property owned by the LICENSOR and to construct certain improvements thereto upon the terms and conditions contained herein.
2. The public property owned by the LICENSOR that is subject to this license agreement is described as follows: The West Venice Avenue right-of-way median immediately west of the intersection of Business U.S. 41 and West Venice Avenue.
3. Pursuant to this license agreement, the LICENSEE may construct the following improvements within the public property described in Section 2: Replace the manual changeable copy portion of the existing sign with an LED changeable copy sign, including installation of the new sign and connection to the existing electrical service. All such improvements shall be constructed in accordance with plans and specifications approved by the LICENSOR prior to the commencement of construction.
4. The LICENSEE shall pay the LICENSOR the sum of ten dollars (\$10.00) for this license.
5. The LICENSEE shall maintain all improvements constructed pursuant to this

agreement in good condition including the existing sign structure and all electrical components to serve the LED sign.

6. The LICENSOR will be responsible for the monthly electrical charges to operate the improvements.

7. The LICENSEE shall allow the LICENSOR to use the LED changeable copy sign whenever LICENSOR deems it is reasonable necessary for the purpose of furthering the public health, safety, or welfare.

8. The license granted herein is exclusive as it relates to the sign with the exception noted in Section 7 above and its use by the LICENSEE must always be compatible with the LICENSOR's continued use of the public property.

9. The LICENSOR shall not be responsible for any damage to the sign structure and improvements constructed pursuant to this agreement caused by any activities performed by the LICENSOR within the public property except for negligent acts by the LICENSOR.

10. The LICENSEE shall be responsible for any damage to the public property and all improvements located therein caused by any activities performed by the LICENSEE pursuant to this agreement.

11. The LICENSEE shall indemnify the LICENSOR against any and all liabilities, losses, claims, demands, damages, or causes of action that may arise or be made against the LICENSOR by reason of or in any way related to or arising from the LICENSEE'S use of the license granted hereby.

12. This license agreement shall run with the land and shall inure to the benefit of the LICENSEE and its successors in interest until terminated in accordance with Section 13.

13. This license agreement may be terminated by either the LICENSOR or the LICENSEE upon thirty (30) days' written notice. Upon termination and at the request of LICENSOR, the LICENSEE shall, at LICENSEE's expense, remove the sign and shall restore the public property to the same condition that existed just prior to construction of the sign structure.

14. This license agreement supersedes and replaces all previous agreements and understandings between the LICENSOR and LICENSEE related the subject sign structure.

IN WITNESS WHEREOF the parties have executed this license agreement on the date first above written.

WITNESS

Gwen M. Faucett
Print name: Gwen M. Faucett

WITNESS

Tracy L. Avey
Print name: TRACY L. AVEY

LICENSEE

VENICE MAIN STREET, INC.

Erin Silk
Print name: Erin Silk

Sandra F. McGowan
Print name: SANDRA F. MCGOWAN

STATE OF FLORIDA
COUNTY OF SARASOTA

THE FOREGOING instrument was acknowledged before me this 28th day of December 2015, by Erin Silk, who is/are personally known to me or has/have produced _____ as identification.

NOTARY PUBLIC

Signature: Gwen M. Faucett
Print name: _____

State of Florida at Large
My Commission Expires:



**LICENSOR
CITY OF VENICE, FLORIDA**

ATTEST:

City Clerk

(SEAL)

By: _____
Mayor

Approved as to form and correctness:

David P. Persson, City Attorney