

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 ____ day of _____, 2020, 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 "City"), and VENICE YOUTH BOATING ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is, 1330 Tarpon Center Drive, Venice, Florida 34285 (herein referred to as "VYBA").

RECITALS

WHEREAS, City is the owner of Higel Marine Park, generally located at 1330 Tarpon Center Drive; and,

WHEREAS, VYBA is a not-for-profit corporation that has provided sailing experiences for local youth for over 60 years; and,

WHEREAS, VYBA desires to utilize a portion of Higel Marine Park for boat storage and launching.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CITY and VYBA agree as follows:

1. CITY grants to VYBA a license to utilize a portion of Higel Marine Park, as identified in Exhibit "A" attached hereto and incorporated herein by reference ("License Area").

2. Pursuant to this Agreement, VYBA may construct the following improvements within the License Area (hereinafter referred to as the "Improvements"): a white vinyl fence with 100% opacity around the non-waterfront perimeter of the License Area with a 12-foot double gate, water service line and hose bibs and an 8-foot x 24-foot long plank dock with floating ramp. VYBA shall be solely responsible for obtaining all required state and local permits and authorizations for the Improvements.

3. All Improvements shall be constructed in accordance with plans and specifications approved by CITY prior to the commencement of construction. As built drawings of the Improvements shall be submitted by VYBA to CITY within 30 days of completion of the construction.

4. VYBA shall pay CITY the sum of \$10.00 for this license. VYBA shall also be

responsible for the water/sewer utility costs for Higel Park.

5. VYBA shall be solely responsible for the maintenance of the License Area, including edging and mowing the exterior of the fence, and shall maintain all Improvements in good condition.

6. The license granted herein is non-exclusive and its use by VYBA must always be compatible with CITY's continued use of the License Area. CITY shall notify VYBA prior to conducting any work, operations, or activities that will have a material impact on VYBA's use of this license, but shall not need VYBA's approval to conduct such work, operations, or activities.

7. VYBA shall provide CITY evidence of Commercial General Liability with a limit of not less than \$1 million per occurrence naming the City of Venice as a certificate holder and an additional insured. VYBA shall also maintain insurance on all Improvements and its personal property located within the License Area, as well as specialist insurance if injury to VYBA members and participants is not covered by its Commercial General Liability insurance. CITY may require additional or different insurance at any time as a condition to continued operation of this Agreement.

8. With the exception of willful or grossly negligent actions by CITY or parties acting under CITY's authority, CITY shall not be responsible for damage to the Improvements caused by activities performed by CITY within the License Area.

9. VYBA shall be responsible for damage to the License Area and all Improvements located therein caused by activities performed by VYBA pursuant to this Agreement.

10. VYBA shall indemnify and hold harmless CITY against any and all liabilities, losses, claims, demands, damages, or causes of action that may arise or be made against CITY by reason of or in any way related to or arising from VYBA's use of the license granted hereby.

11. This Agreement shall run with the land and shall inure to the benefit of VYBA and its successors in interest until terminated in accordance with Section 12 hereof.

12. This Agreement may be terminated by CITY or VYBA upon ninety (90) day's written notice to the other party. Upon termination, VYBA shall immediately remove all Improvements and restore the License Area to its original condition.

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

WITNESSES

Sign: *Nick Loyd*
Print: Nick Loyd

Sign: *Elizabeth Boone*
Print: Elizabeth Boone

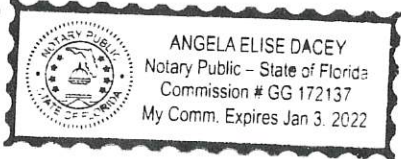
VYBA
VENICE YOUTH BOATING
ASSOCIATION, INC., a Florida not-for-profit corporation

By: *Edmund Campbell, III*
Edmund Campbell, III, Chairman

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 29 day of May, 2020, by Edmund Campbell, III, as Chairman of VENICE YOUTH BOATING ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(SEAL)



NOTARY PUBLIC
Angela Dacey
Print: Angela Dacey

ATTEST:

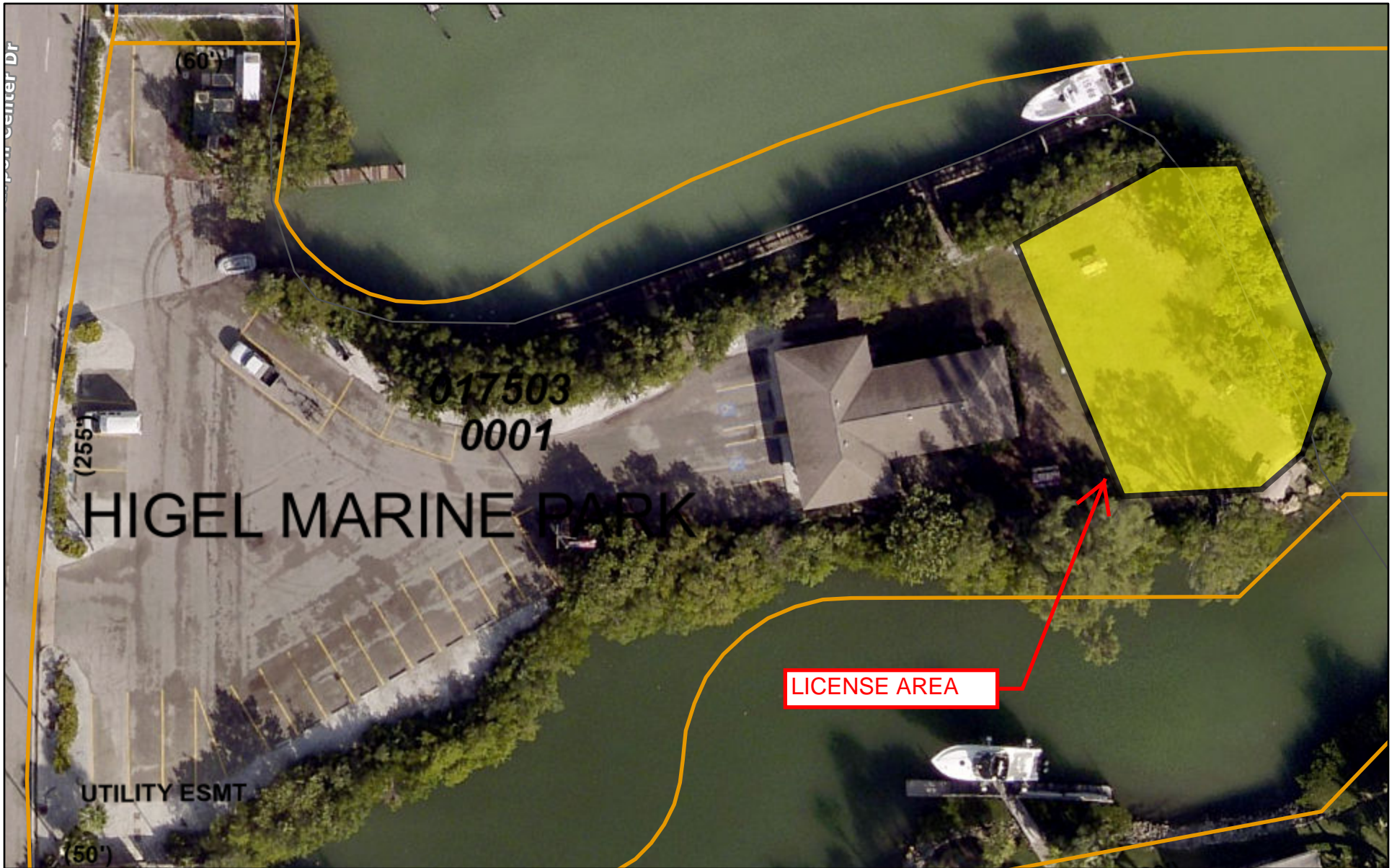
Lori Stelzer, City Clerk

CITY
CITY OF VENICE, FLORIDA


By: _____
Ron Feinsod, Mayor

(SEAL)

Exhibit "A"



6/3/2020, 10:13:20 AM

 2020 Parcels

