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

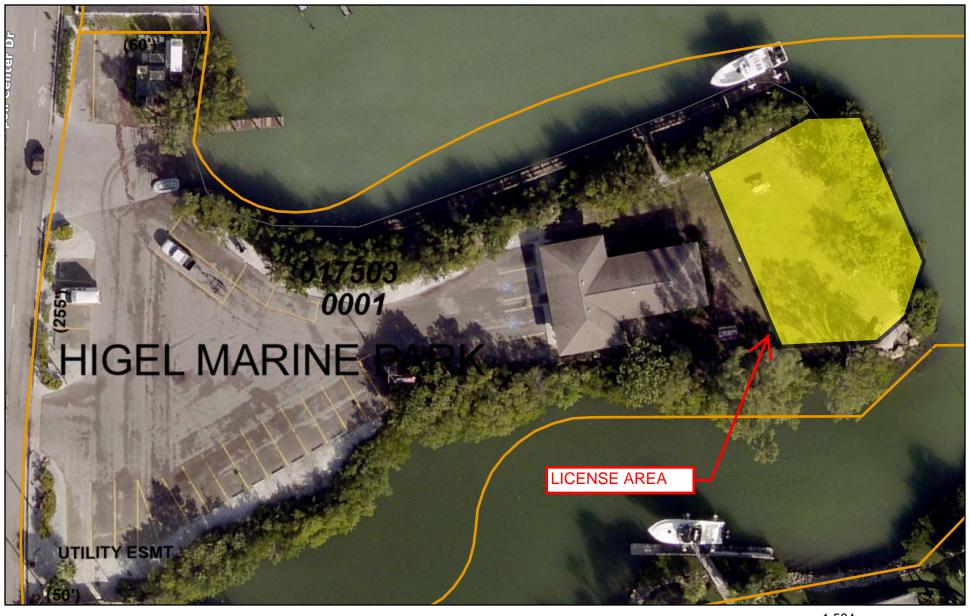
responsible for the water/sewer utility costs for Higel Park.

- 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.

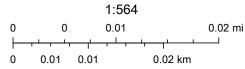
above written.	
Sign: Man Jory  Print: Nick Loyd  Sign: Elizabeth Boone	VYBA VENICE YOUTH BOATING ASSOCIATION, INC., a Florida not-for- profit corporation  By: Edmund Campbell, III, Chairman
STATE OF FLORIDA COUNTY OF SARASOTA	
I HEREBY CERTIFY that the foregoin means of ⊠ physical presence or □ online notarized Edmund Campbell, III, as Chairman of VENICE Florida not-for-profit corporation, on behalf of the has produced	E YOUTH BOATING ASSOCIATION, INC., a
ANGELA ELISE DACEY Notary Public – State of Florida Commission # GG 172137 My Comm. Expires Jan 3. 2022	NOTARY PUBLICY Print: Angela Dacey
ATTEST:	CITY CITY OF VENICE, FLORIDA
Lori Stelzer, City Clerk	By:Ron Feinsod, Mayor
(SEAL)	

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

## Exhibit "A"



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





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Laura Fisher
NAME: Laura Fisher
PHONE
(A/C, No, Ext): 239-274-1421
E-MAIL Brown & Brown of FL, Inc. - Fort Myers FAX (A/C, No): 239-278-5306 3820 Colonial Boulevard Suite 200 ADDRESS: certificate@bbswfla.com Fort Myers FL 33912 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Federal Insurance Company VENIC-S INSURED INSURER B: Pacific Indemnity Company Venice Youth Boating Assoc.Inc INSURER C: John Sammet 1330 Tarpon Center Drive INSURER D : Venice FL 34285 INSURER E : INSURER F: **COVERAGES CERTIFICATE NUMBER: 1063404357 REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD COMMERCIAL GENERAL LIABILITY В Х 35859676ECE 5/7/2020 5/7/2021 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X | OCCUR \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 X POLICY PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 2073547538 5/7/2020 5/7/2021 \$1,000,000 X ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ AUTOS ONLY Х UMBRELLA LIAB 79863826 5/7/2020 5/7/2021 OCCUR **EACH OCCURRENCE** \$1,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$1,000,000 DED RETENTION \$ WORKERS COMPENSATION 2171727358 5/7/2020 5/7/2021 X STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? E.L. EACH ACCIDENT \$ 500,000 N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$500,000 f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 500,000 Yacht Club Oper GL Protection & Indemnity 07322360 5/7/2020 5/7/2021 Per Occurrence BI/PD \$1,000,000 1,000,000 07322361 5/7/2020 5/7/2021 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Venice is included as an additional insured in regards to general liability. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Venice 401 W. Venice Ave. AUTHORIZED REPRESENTATIVE Venice FL 34285 Laberna C. Wicho