

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is entered into as of the ____ day of _____, 2018, ("Effective Date") by and between **Riviera Beach Community Redevelopment Agency**, a body corporate and politic created pursuant to Chapter 163, Florida Statutes ("Licensor"), 2001 Broadway, Suite 300, Riviera Beach, Florida 33404, and **Willis Williams**, a sole proprietor, having a principal address at 138 E 22nd Court Riviera Beach, FL 33404 ("Licensee").

RECITALS

WHEREAS, the Licensor is the owner of that certain property located at 1124 Broadway, Riviera Beach, Florida 33404, as shown on the sketch attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Licensee desires to license the Property, the location of such Property to be licensed being more particularly shown and described on Exhibit "A" (said Property hereafter referred to as the "Premises"), for the purposes set forth and as permitted herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Term. This License shall be in full force and effect as of the Effective Date. The term of this License shall be for a period of one (1) year commencing on the date that Licensor completes the Improvements (as hereinafter defined), ("Commencement Date"), and ending at 5:00 p.m., ("Term"), and shall automatically renew for additional one (1) month terms thereafter, unless and until terminated as provided for herein. Improvements shall mean connections to potable water and electricity, adding shell rock and providing approximately 60 temporary parking spaces, adequate lighting for the site, provide a seating area with two picnic tables as shown on Exhibit "A" and trim the landscaping. Licensor shall complete the Improvements within 90 days of the Effective Date. Notwithstanding the Term set forth herein, Licensor, in Licensor's sole and absolute discretion, may terminate this License at any time, for any reason or no reason, on or after the Commencement Date ("Early Termination Date") by providing Licensee notice of Licensor's election to terminate the License early no less than sixty (60) days prior to the Early Termination Date.

2. License Fee / Other Charges. Ninety days after the Commencement Date, and on the first (1st) day of each and every month during the Term, Licensee shall pay to Licensor Seven Hundred Ninety Five Dollars and No/Cents (\$795.00), plus applicable sales tax, as the license fee for the use of the Premises for the Term ("License Fee"). In the event this License begins on a day other than the first of the month, Licensee shall pay Licensor, simultaneously with the execution of this Lease, the License Fee for the first full month as well as a prorated License Fee for the period beginning on the Commencement Date through the end of that month, based on the number of days in the month and the number of days remaining in the month. In the event any installment of the License Fee, or any other payment obligation, is not paid within five (5) days of the due date set forth herein, Licensee shall pay Licensor a late charge of one hundred fifty dollars and no cents (\$150.00).

3. Security Deposit. Simultaneously with the payment of the initial License Fee, Licensee shall deposit with the License the sum of Seven Hundred Ninety Five Dollars and No/Cents (\$795.00) as security for the payment by Licensee of the License Fee and all other payments herein agreed to be paid by Licensee, and for the faithful performance by Licensee of the terms, provisions, covenants and conditions of this License ("Security Deposit"). It is agreed that Licensor, at Licensor's option, may at the time of any default by Licensee under any of the terms, provisions, covenants or conditions of the License apply said sum or any part thereof toward the payment of the License Fee and any other sums payable by Licensee under this License, and towards the performance of each and every one of Licensee's covenants under this License, however Licensee shall remain liable for any amounts that such sum shall be insufficient to pay. If Licensor utilizes any of the security deposit during the Term, Licensee shall immediately repay such amount so that the security deposit shall remain in the total amount described above. Notwithstanding anything to the contrary herein, Licensor reserves the right to exhaust any and all rights and remedies against Licensee before resorting to the security deposit, but nothing herein contained shall require or be deemed to require Licensor to do so. Licensor shall not be required to pay Licensee any interest on said Security Deposit and may commingle the Security Deposit with other funds and accounts of Licensor's unrelated to this License.

4. Use. Licensee shall use and occupy the Premises for the sole purpose set forth in Exhibit "B," attached hereto and a part hereof, and for no other purpose without Licensor's prior written consent, which may be withheld in Licensor's sole and absolute discretion.

5. Alterations. Licensee shall not make any alterations, additions or improvements in, to or about the Premises, without first obtaining the written consent of Licensor, which approval may be withheld at Licensor's sole discretion. Any alterations, additions or improvements in, to or about the Premises permitted by Licensor shall be completed in a good and workmanlike manner, at Licensee's sole costs, and such alterations, additions and improvements shall become fixtures to the Premises and shall belong to Licensor at the expiration or earlier termination of this License, unless Licensor provides otherwise in which event such alterations, additions or improvements shall be removed by Licensee, at Licensee's expense, at the expiration or termination of this License. Licensee shall never, under any circumstances, have the power to subject the interest of Licensor, in the Premises to any construction, mechanics, or materialmen's lien or liens of any kind. All persons who may hereafter, during the continuance of this License, furnish work, labor, services or materials to the Premises, upon the request or order of Licensee, or any person claiming under, by or through Licensee, must look wholly to the interest of Licensee and not to that of Licensor.

6. Utilities. Utility Services, including water and electricity, shall be separately metered and placed in Licensee's name and Licensee shall be responsible to the payment of utility services, prior to same being past due. Licensor shall not be liable for any interruption or failure in the supply of any utility service to the Premises. No waste water or sewer services will be available.

7. Entry and Inspection. Licensor, and Licensor's agents, shall be permitted to enter the Premises at reasonable times and upon reasonable notice (unless an emergency condition in which no notice is required) for the purpose of maintenance and inspecting the Premises. Licensee shall provide access to the Premises for the permitted purposes herein, including providing Licensor a key if requested in order to ensure Licensor's access.

8. Maintaining the Premises.

8.a. Licensee's execution of this License shall be conclusively deemed as Licensee's acceptance of the Premises in "As-is, Where-is" condition and that the same are in good condition and satisfactory for the purposes intended by Licensee as set forth herein. Licensee shall be responsible for maintaining the Premises during the duration of the License and upon termination of the License shall return the Premises to Licensor in the same or better condition as existed prior to the start of this License.

8.b. At the termination of this License, Licensee shall remove all personal property and inventory owned or leased by, or otherwise belonging to, Licensee, excluding any items that are or have become fixtures.

9. Licenses and Approvals. Licensee shall be solely and absolutely responsible for obtaining and maintaining all applicable and appropriate governmental, professional, business, service and other licenses and approvals necessary to perform the uses set forth in this License, as may be required from time to time by any federal, state, local or other governmental or regulatory agency. Licensee acknowledges and agrees that Licensor shall have no obligation to obtain such licenses or approvals.

10. Compliance with Applicable Law, Rules and Regulations. Licensor makes no warranty or representation as to the appropriateness of Licensee's proposed use within the Premises or its compliance with applicable laws, rules or regulations. At all times during this License, the Licensee shall comply with all federal, state and local laws, rules and regulations, in addition to any and all rules and regulations as Licensor may designate from time to time. Failure to fully comply with any such laws, rules or regulations shall entitle Licensor to immediately terminate the License, without prior notice or an opportunity to cure.

11. Personal Property Taxes. Licensee shall be liable for any and all taxes levied against tangible personal property and trade fixtures within the Premises that are owned or leased by Licensee and shall pay all such taxes prior to same becoming delinquent. Licensee shall hold Licensor harmless against any and all charges or claims arising out of or otherwise relating to, Licensee's failure to timely pay such taxes.

12. Licensee's Indemnification: Release.

12.a. Licensee hereby agrees to indemnify, defend and hold harmless Licensor, and its respective officers, officials, directors, managers, partners, members, employees, agents, and independent contractors from and against all losses, claims (including, but not limited to, theft, property damage, and personal injury), expenses (including, but not limited to, attorneys' fees), liabilities, lawsuits, injuries and damages of any nature if (a) occurring on or about the Premises; or (b) caused by, originated from or resulted from any act or omission, whether directly or indirectly, of Licensee, its officers, directors, partners, employees, agents, independent contractors, customers, guests and invitees, no matter where occurring.

12.b. Licensee releases and waives any and all claims against Licensor, the CRA, the City and their respective officers, officials, directors, managers, partners, members, employees, agents, and independent contractors for any loss (including theft), damage or destruction by any means to Licensee's property or any other personal effects, even if such loss, damage, or destruction is caused in whole or in part by the negligence of Licensor or its respective officers, officials, directors, partners, employees, agents, and independent contractors.

12.c. Licensee releases and waives any and all claims against Licensor and its respective officers, officials, directors, managers, partners, members, employees, agents, and independent contractors for bodily injury, personal injury, or other harm (including death) to Licensee, its officers, directors, partners, employees, agents, independent contractors, customers, guests and invitees, while on the Premises, even if such bodily injury, personal injury or other harm is caused in whole or in part by the negligence of Licensor or its respective officers, officials, directors, partners, employees, agents, and independent contractors.

13. Insurance. Licensor shall maintain at all times during this License commercial general liability insurance, with personal injury liability coverage and liability coverage, naming Licensor as additional insureds, in the amount of One Million Dollars, as the same may be adjusted from time to time by the Licensor. Proof of such insurance coverage shall be provided to Licensor prior to the Commencement Date. Renewals of such policies shall be provided to Licensor no later than ten (10) days prior to the expiration of the term of such coverage.

14. Default and Remedies. If Licensee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Licensor may, but is not required to, give Licensee notice of such default and if Licensee does not cure any such default within five (5) days after the giving of such notice, or if such other default is of such nature that it cannot be completely cured within such period, if Licensee does not commence such curing within such five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Licensor may accelerate the License Fee due for the remainder of the Term and terminate this License with not less than five (5) days' notice to Licensee. On the date specified in such notice the term of this License shall terminate, and Licensee shall then quit and surrender the Premises to Licensor, but Licensee shall remain liable as provided herein. If Licensor shall have terminated this License, Licensor may at any time thereafter resume possession of the Premises by any lawful means and remove Licensee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Licensee's Waiver. In addition to any other waivers contained herein, Licensee hereby expressly waives: (a) any right Licensee may have to interpose or assert any claim, counterclaim or setoff in any action brought by Licensor based (in whole or part) on non-payment of the License Fee even if the same is based on Licensor's alleged breach of the License (Licensor and Licensee hereby stipulate that any such counterclaim shall be severed and tried separately); and (b) any rights Licensee may have to consequential damages incurred by Licensee including but not limited to lost profits and interruption of business as a result of any action by Licensor.

16. Holding Over. In the event Licensee remains in possession of any part of the Premises after the expiration or termination of this License, without executing a new written agreement acceptable to Licensor, Licensee shall occupy the Premises under a tenancy at will subject to all the terms hereof (except as modified by this paragraph), but such possession shall not limit Licensor's rights and remedies by reason thereof nor constitute a holding over. In the event of such at will tenancy, the License Fee due shall increase to \$1,500.00 per month for each month, or portion thereof, Licensee remains at the Premises and shall be payable in advance without demand.

17. No Assignment. Licensee shall not assign or sub-license this License. Any unauthorized assignment or sub-license shall be void and shall allow Licensor to immediately terminate this License, at Licensor's sole option.

18. Venue; Waiver of Trial by Jury; Attorney's Fees. Venue for any action arising out of, or relating to, this License shall be exclusively in Palm Beach County, Florida. The respective parties hereto hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters arising out of or in any way associated with this License or Licensee's use or occupancy of the Premises. The prevailing party in any action under or in connection with this License shall be entitled to recover, from the other party, all attorneys' fees and other costs and expenses of the action incurred at all trial and appellate levels.

19. Notices. Every notice, approval, consent or other communication authorized or required by this License shall not be effective unless the same shall be in writing and hand delivered or delivered by electronic mail, overnight mail or sent postage prepaid by United States mail, certified mail, return receipt requested, directed to the other party at its address provided for above or such address as either party may designate by notice given from time to time in accordance with this section. Notice shall be deemed received upon actual receipt, as evidenced by some form of written confirmation, or upon refusal of acceptance by the recipient.

20. Entire Agreement. This License has been mutually negotiated by the parties and this License shall not be construed more strictly against either party by virtue of which party prepared this License. This instrument embodies the whole agreement of the parties hereto and there are no promises, terms, conditions or obligations other than those herein contained. This License shall supersede all previous communications, discussions, representations, proposals or agreements (written or oral), between the parties hereto and not herein contained. This License may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this License.

21. Interpretation. This License has been mutually negotiated by the parties and any ambiguities shall not be interpreted in favor of either party.

22. Time is of the Essence. Time is of the essence of this License and each and all of its provisions in which performance is a factor.

23. Partial Invalidity. If any term, covenant, condition or provision of this License or the application thereof to any person or circumstances shall, at any time to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this License shall be valid and be enforced to the fullest extent permitted by law.

24. Waiver of Jury Trial. Any suit filed out of or relating to this License shall be tried by a judge or other similarly situated trier of fact. LICENSOR AND LICENSEE WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LICENSE, THE RELATIONSHIP OF LICENSOR AND LICENSEE, AND LICENSEE'S USE OR OCCUPANCY OF THE PREMISES. Licensee further agrees that it shall not interpose any counterclaim or counterclaims, except compulsory counterclaims, in a summary proceeding or in any action based upon nonpayment of rent or any other payment required hereunder.

25. Headings. The Article and section headings in this Lease are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Lease or the meaning or contents of any material contained herein.

26. Radon Gas Disclosure. As required by law, Licensor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS THEREOF, the parties have set their hands on the date and year first written above.

LICENSOR

Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Chapter 163, Florida Statutes, as its authorized agent

Print Name: _____

Print Name: _____

By: _____
Its: Chairman

LICENSEE

Print Name: _____

Print Name: _____

By: _____

Exhibit "A"
Premises



Exhibit "B"
Permitted Uses

The Licensor will be permitted to operate a mobile food truck business on the Premises as depicted on Exhibit "A". The operating hours for the business shall be Monday-Thursday 7:00am to 10:00pm, Friday and Saturday 8:00am to 11:30pm and Sunday 12:00pm to 9:00pm. The mobile vending unit shall be removed from the site during the hours of nonoperation. The use of amplified music must adhere to the existing City noise regulations. The vendor will have temporary connection access to potable water and electricity. The vendor and its patrons have may use the 100sqft seating area provided by the RBCRA as depicted on Exhibit "A".