

**LICENSE AGREEMENT FOR SOLAR CHARGING STATION
AT ROSA PARK RTS DOWNTOWN STATION**

THIS LICENSE AGREEMENT ("Agreement") is made effective on this ___ day of _____, 2016, between the City of Gainesville ("City"), a municipal corporation of the State of Florida, and Pure Energy Solar International, Inc. ("Licensee").

WHEREAS, the City is the owner of the Rosa Parks RTS (Regional Transit System) Downtown Station located at 700 SE 3rd Street, Gainesville, Florida 32601 ("Premises"); and

WHEREAS, City and Licensee desire to have solar cell phone/computer charging stations set up around Gainesville, including one at the Rosa Parks RTS Downtown Station, as a pilot program and at no cost to City.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Grant of License. The City hereby grants to the Licensee and the Licensee hereby accepts from the City a license to install and maintain two (2) solar cell phone/computer charging stations, as depicted in Exhibit "A," at the specific location on the Premises indicated in Exhibit "B." Licensee shall not require or collect payment for use of the solar charging station, which shall be available to RTS patrons and the City for free.
2. Term and Fee. This agreement shall be effective for six (6) months from the date of execution of this Agreement, and may be extended by mutual agreement of the parties in writing.
3. Installation. The Licensee, at its sole cost and expense, shall install the solar charging station. Licensee shall coordinate with RTS as to the scheduling, demarcation of specific location, and performance of installation of the charging station.
4. Maintenance. The Licensee, at its sole cost and expense, shall throughout the term of this Agreement keep and maintain the solar charging station in good operating condition and in a clean and safe condition, shall promptly repair any damage to the Premises caused by the Licensee or its employees or agents.
5. Signage. Licensee shall not erect or place any sign or advertisement on the Premises, except for a plaque or placard attached to the solar charging station, no larger than 12" by 12" and stating only Licensee's name and phone number
6. Vacating Premises. Prior to vacating the Premises at the end of the Term or upon termination, the Licensee shall, at the Licensee's sole cost and expense, remove its solar charging station restore the Premises to the same condition as it existed prior to the Licensee entering into this Agreement with the City. Licensee shall coordinate with RTS as to the scheduling and performance of removal of the charging station.

7. Insurance. The Licensee, at its expense, shall maintain general liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage. The City shall be named as an additional insured, as evidenced by a policy endorsement. Policies must be issued by companies authorized to do business in the State of Florida and must be rated at least A- and have a size category rating of VI or higher as per Best's Key Rating Guide, latest edition. The Licensee must give the City no less than 30 days written notice prior to any cancellation, nonrenewal, or any material change in a continuing policy. The City's Risk Management Director is authorized to lower the amount of general liability insurance required, if the Licensee can show that the above amount is excessive for the particular activity. The Licensee shall furnish evidence of such insurance to the City annually.
8. Taxes. The Licensee agrees to pay any and all taxes, including without limitation ad valorem property taxes and personal property taxes, assessed by virtue of the operation of a solar charging station on the Premises. This provision shall survive the termination or expiration of this Agreement until such time as the taxes are due for the period of time this Agreement was in effect.
9. Compliance with Laws. The Licensee agrees to obtain, at its sole cost and expense, all permits and approvals required for installation and operation of the solar charging station.
10. Indemnification. The Licensee shall indemnify, defend, save, and hold harmless the City and its officers, agents and employees from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), for any personal injury or property damage resulting from the installation, operation, maintenance, and presence of the solar charging station on the Premises, or otherwise arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Licensee and its officers, employees, and agents. Licensee shall also indemnify, defend, save, and hold harmless the City and its officers, agents and employees from any damage to the solar charging station, unless caused by the negligence or intentional wrongdoing on the part of the City, its officers, or employees.
11. Sovereign Immunity. The Licensee and the City agree that nothing in this Agreement is intended to be or shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.
12. Relationship. The Licensee acknowledges and agrees that its relationship with the City under this Agreement is one of licensee and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement.
13. Public Records. If the Licensee is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the Licensee shall:
 - a. Keep and maintain all public records, as defined in Section 119.011(12), Florida Statutes, that ordinarily and necessarily would be required by the City; and

- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law; and
- c. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Licensee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The Licensee shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Licensee and shall promptly provide the City a copy of the Licensee's response to each such request. Failure by the Licensee to comply with this section, including failure to provide a public record upon request, is a breach of this Agreement and the City may immediately terminate this Agreement and may pursue all remedies for breach of this Agreement.

14. Assignment. This Agreement is personal to the Licensee. The Licensee shall not assign, transfer, encumber or otherwise convey this Agreement or its interest in this Agreement to any other person, legal entity or corporation. Any attempted or actual assignment, transfer, encumbrance, or other conveyance, shall render this Agreement null and void.
15. Amendment. This Agreement may not be amended, unless evidenced in a writing executed by all parties.
16. Default. Violation of this Agreement by the Licensee shall place the Licensee in default. Except as otherwise provided in this Agreement, the City shall provide notice of the default to the Licensee and Licensee shall have ten calendar days to correct the default. If the default is not corrected, the City may terminate this Agreement.
17. Termination. This Agreement may be terminated by either party without cause upon fifteen (15) days' prior written notice to the other party.
18. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of laws provisions. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.
19. Notice. Any notice required under the terms of this Agreement must be in writing and must be either hand delivered or sent by certified mail to the address of the party to whom the notice is to be given (the "Notice"). Addresses of the parties are as follows:

- As to the City:

City of Gainesville
Regional Transit System
Attn: Transit Director
PO Box 490
Station 5
Gainesville, FL 32627

• As to the Licensee:

Pure Energy Solar International, Inc.
777 SE 70th Street
Gainesville, FL 32641

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year first above written.

WITNESSES:

CITY OF GAINESVILLE, FLORIDA

Helen Harris

Anthony Lyons, Interim City Manager

Karen E. Pless

WITNESSES:

**PURE ENERGY SOLAR
INTERNATIONAL, INC.**

Winn Janoki

Wayne Irwin

Print Name: Wayne Irwin

WINN JANOKI

Title: President

APPROVED AS TO FORM AND LEGALITY

By: David C. Schwartz
David C. Schwartz, Asst. City Attorney II
City of Gainesville, Florida

EXHIBIT "A"
DEPICTION OF SOLAR CHARGING STATION



EXHIBIT "B"

SPECIFIC LOCATION FOR INSTALLATION OF SOLAR CHARGING STATION

