LICENSE AGREEMENT

THIS AGREEMENT made this	day of	, 2001, between the City of Gainesville
a municipal corporation of the State of Flori	ida, (City) and A	A Special Occasion of Gainesville, Inc., a
corporation organized and existing under the	e laws of the Sta	ate of Florida (Licensee).

WITNESSETH:

WHEREAS, the Licensee desires to obtain from the City a license to use City-owned property for the purpose of providing certain limited vehicular parking, as specified in this agreement on property located at the southeast corner of the intersection of North Main Street and Northeast 4th Avenue, as described in Exhibit A (licensed premises);

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the parties agree as follows:

- 1. The City grants to the Licensee and the Licensee accepts from the City a license to use the licensed premises, for a period of two years beginning January 1, 2002 and ending December 31, 2004. This License allows use by the Licensee 24 hours per day, 7 days per week, commencing on January 1, 2002, except for the hours of 7AM through 5:30PM on all Mondays, Tuesdays, Thursdays and Fridays, when the licensed premises will be exclusively used by the City. In addition, the term of this License will be automatically continued month-to-month unless and until the City provides to the Licensee written notice of termination of the license at least fifteen days prior to the end of the month in which the last day of permitted use will occur. The City agrees not to issue any other license for use of the same property nor lease the property or otherwise impair this License during the term of this License, except pursuant to paragraph 13.
- 2. The Licensee agrees to pay the City as compensation for this license the sum of \$250.00 per month, plus sales tax. The Licensee agrees to pay by check payable to the City of Gainesville on the 25th of each month. Payment shall be sent or delivered to:

City of Gainesville Billing and Collections, Station 47 Post Office Box 490 City Hall 3rd Floor Gainesville, FL 32602

If payment is not received by the date due, an additional \$25.00 per day shall be due and payable as additional rental. As additional rental, the Licensee further agrees to pay any ad valorem or other taxes levied on the licensed premises because of the use established under this License Agreement within 15 days of notice of same from the City. Failure to make any payment within 30 days of the date due shall result in termination of this License without requirement of notice to Licensee.

- 3. The Licensee agrees that it will use the licensed premises only for the purpose of temporary vehicular off-street parking related to the banquet hall/meeting room business known as Savannah Grande. The Licensee further agrees that it will not suffer or permit the premises or any part thereof to be used for any other purpose without the express written consent of the City.
- 4. The Licensee accepts the licensed premises in their current condition. It is agreed that Licensee shall make no alterations or additions to the licensed premises. The Licensee shall at all times

keep the Property free of trash and debris. Licensee agrees, if notified by the City Manager or designee that any part of the licensed premises is unsatisfactory in appearance, to remedy the condition within 24 hours. The City will maintain the landscaping and parking lot, and may place signs upon the property indicating the days and times that City employees or invitees may park there.

- The Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof for any illegal purpose, or for any purpose in violation of any federal, state or municipal law, ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted. Licensee will protect, indemnify and forever save and keep harmless the City, its employees, elected or appointed officers, and agents, from and against any damage, penalty, fine, judgement, expense or charge suffered, imposed, assessed or incurred for any violation of breach of law, ordinance, rule or regulation occasioned by any act, neglect or omission of the Licensee, or any employee or agent of Licensee. Any other provision of this agreement notwithstanding, in the event of any violation, or in case the City Manager or designee shall deem any conduct on the licensed premises on the part of the Licensee, or of any person or agent to be objectionable or improper, the City Manager shall have the right and power and is hereby authorized by the Licensee, to at once declare this license terminated without previous notice to the Licensee.
- 6. It is expressly understood and agreed that no real or personal property is leased to the licensee; that this is a license not a lease; that the Licensee's right to occupy the property and to operate the license hereby granted shall continue only so long as the Licensee shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions contained herein.
- 7. The Licensee shall procure at its own cost and expense such liability insurance in a form satisfactory to the City with an insurer qualified to do business in Florida as will protect the Licensee, the City, and their elected and appointed officers, agents and employees from any claims for damages to property and for personal injuries, including death, which may arise on said property. The following minimum limits of liability shall apply:

\$500,000 per occurrence – bodily injury Property damage

The insurance policy shall contain a 60-day cancellation clause. A Certificate of insurance in the above minimum amounts and coverages shall be furnished the City, naming the City of Gainesville as an additional insured as respects this agreement. Licensee agrees to immediately notify the City of any claim made against Licensee related to the licensed premises. Proof of required insurance must be delivered to the City at least 10 days prior to the start of the licensed term.

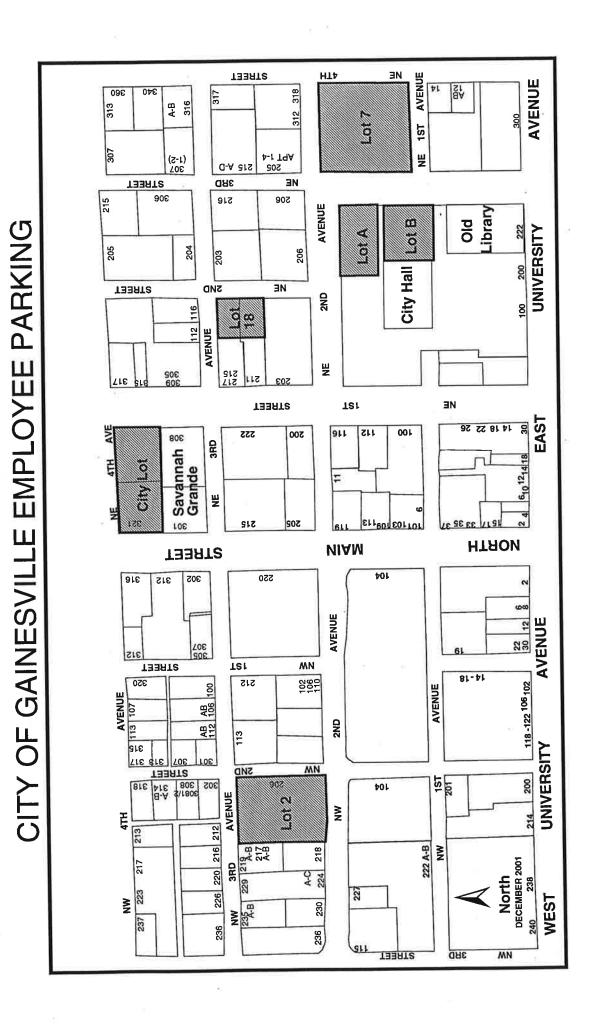
8. The Licensee assumes all risks in the operation of this license and shall be solely responsible and answerable in damages for all accidents or injuries to person or property and hereby covenants and agrees to indemnify and keep harmless the City and its officers and employees from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, including reasonable attorney fees, arising as a result of this license or as a result of acts taken pursuant to this license, including but not limited to any damage or injury occurring due to removal of unauthorized vehicles from the Property, or the carelessness, negligence or improper conduct of the Licensee or any agent or employee. This indemnification

shall not be limited to the insurance coverage herein provided for. This paragraph shall survive the termination of this License Agreement.

- 9. The Licensee is not permitted to assign, transfer, convey, sublet or otherwise dispose of or encumber this license or any rights, privileges or duties under this license, either in whole or in part. Any change in ownership or control of Licensee by transfer of capital stock or otherwise shall be deemed an assignment of this License and will result in termination of this License.
- 10. The Licensee assumes no liabilities for any type of environmental conditions existing on said property prior to the execution of this license agreement, unless such conditions were caused by Licensee's use of the property pursuant to the License dated August 5, 1999, as amended.
- 11. Failure of Licensee to comply with its obligations under this license agreement shall constitute default. In the event of default, the City shall provide notice to Licensee of the default and allow the Licensee 30 days to cure the default. Failure of the Licensee to cure the default, or to begin a diligent effort to cure in the event the default cannot reasonably be cured within 30 days, shall be cause for immediate termination of this agreement without further notice to Licensee. Failure of the City to demand Licensee's strict observance of Licensee's obligations shall not be deemed a waiver of City's right to demand such observance on any subsequent occasion.
- 12. Vehicles that are parked on the property without proper authorization may be removed by the Licensee, except that Licensee shall not remove or cause the removal of any vehicle that has a valid City of Gainesville employee parking tag on Mondays, Tuesdays, Thursdays and Fridays. Licensee shall comply with all applicable statutes, ordinances, rules and regulations concerning removal of such vehicles.
- 13. If, during the term of this License Agreement, the City shall declare the licensed property as surplus, the City shall notify the Licensee in writing of this action. The Licensee shall have a right of first refusal to purchase the property at its appraised value as determined by an appraiser selected by mutual agreement of the parties; provided, however, that the purchase price shall not be less than the price originally paid for the property (\$225,000) by the Community Redevelopment Agency. The appraised value shall be determined as though the property was unencumbered by this License. Licensee shall have 30 days following the date the appraisal is provided to the Licensee within which to notify the City in writing as to whether the Licensee desires to purchase the licensed property at the appraised value or at its original purchase price whichever amount is greater. Upon notification of its desire to purchase the Property, City shall prepare and deliver to Licensee a Contract for Sale and Purchase. The transaction shall be closed and the deed and other closing papers delivered within 90 days of the execution of the Contract, unless otherwise extended by the Contract.

Any neglect or failure on the part of the Licensee to respond to the City's notice shall be conclusively deemed to be an election not to purchase the licensed premises. If the Licensee elects to purchase the licensed premises, the City shall convey the premises to the Licensee for the price, as determined pursuant to this provision and pursuant to the terms and conditions of the Contract. If the Licensee elects either directly or indirectly not to purchase the licensed premises, the City shall have the right to terminate this license upon 15 days notice, the City shall be at liberty to sell and convey the licensed premises in whole or in part, and Licensee shall be permitted to participate in any bid or other process used by the City to sell or convey the licensed premises the same as anyone else.

14.		Any notice required under the terms of this License Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given. Addresses of the parties are as follows:			
	City:	City Manager City of Gainesville P O Box 490, MS 7 Gainesville, FL 32602	Licensee: Jeanel Coullias, President A Special Occasion of Gainesville, Inc. 301 N. Main Street Gainesville, FL 32601		
Copy to:					
		City Attorney City of Gainesville P O Box 1110			
· 2		Gainesville, FL 32602			
15. days v	The Li	censee shall have the right to otification to the City.	terminate License Agreement at any time upon thirty (30)		
on the	IN WI day and	TNESS WHEREOF, the pay year first above written.	ties to this License Agreement have set their hands and seals		
Attest:			LICENSEE		
Secretary		6	BY:		
WITNESSES:			CITY OF GAINESVILLE, FLORIDA		
			BY:		
			City Manager		
		M	25		



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