

REVOCABLE LICENSE AGREEMENT
FOR LAND USE BY TREASURE COAST YOUTH SAILING FOUNDATION, INC.

THIS AGREEMENT, made and entered this ____ day of _____, 2023, by and between **CITY OF FORT PIERCE**, a municipal corporation of the State of Florida ("**CITY**"), and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.** ("**FOUNDATION**"), a Florida nonprofit corporation, with its principal offices located at 700 Melaleuca Drive, Fort Pierce, FL 34949.

WHEREAS, the **CITY** owns a public park located on South Hutchinson Island known as "Jaycee Park"; and

WHEREAS, the **FOUNDATION** wishes to operate a public youth sailing program for the benefit of the youth of St. Lucie County, Florida at Jaycee Park; and

NOW, THEREFORE, for and in consideration of the mutual terms, conditions, promises, and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The **CITY** agrees to grant **FOUNDATION** a revocable license to use the land area and structures depicted in Exhibit "A", incorporated herein by reference, which includes Pavilion #2 and a boat storage structure, located at Jaycee Park ("Premises"), a City-owned public park. This revocable license shall extend only to the above-referenced areas and shall not extend to the construction and/or installation of any additional structures or utilities.

2. CONDITIONS OF USE

FOUNDATION may use the Premises for the purpose of providing lessons and classes, and events for the **FOUNDATION'S** youth sailing program. Any lessons, classes, or events involving more than fifteen (15) students and four (4) instructors shall be required to obtain a Special Events Permit issued by **CITY**.

FOUNDATION shall limit all waterway usage to access the Indian River to the areas between the buoys for the swim area to the south and Mariner Bay docks/floating line to the north.

FOUNDATION shall store all boats as follows:

- A. Sailboats too large to store inside the boat storage structure, only, may be placed along

the mangroves, stored neatly.

- B. Vessels may be stored on one (1) single rack, stored neatly, outside of the boat storage structure.
- C. All other boats and vessels must be stored inside the boat storage structure and kept out of sight when not in use.

Any work to be done to the boats or equipment must be done in such a manner to keep all materials, dust, and debris clear of all bodies of water at Jaycee Park.

FOUNDATION shall not occupy or use the Premises in any manner that interferes with the public use of the park. The Premises shall not be used for any other purpose whatsoever without the written consent of the CITY. FOUNDATION covenants that it will not, without the written consent of the CITY, permit the Premises to be used or occupied by any person, firm, entity, or corporation other than FOUNDATION and its agents and invitees. FOUNDATION further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said Premises, no act shall be permitted, and nothing shall be kept, in or about said Premises which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon, or any damage done to said Premises. FOUNDATION shall not permit the licensed property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority. FOUNDATION, its students, employees, instructors, volunteers, and visitors agree to adhere to the rules and regulations of Jaycee Park, and all federal, state, and local laws, rules, and regulations. FOUNDATION agrees to require its students, employees, instructors, volunteers, and visitors to adhere to the rules and regulations of Jaycee Park, and all federal, state, and local laws, rules, and regulations.

3. ASSIGNMENT

This revocable license shall not be assigned without express prior written approval from CITY.

4. TERM

This license shall be for a term of five (5) years and commences on August 1, 2023, and terminates on July 31, 2028, unless terminated earlier as provided herein.

At the end of the term, the expiration of this revocable license, the revocation of this revocable license, or upon the abandonment of the boat storage structure, whichever occurs first, the FOUNDATION shall be responsible for the removal of the boat storage structure unless

CITY elects to retain the structure.

5. ACCESS

During any training event or special event, for which the FOUNDATION has obtained the required city permits, the FOUNDATION may use the CITY'S gated access road running along the northern edge of the park, from South A1A to the Premises, for the purpose of boat delivery and drop off only. Access shall always be subject to supervision and approval by the Public Works Department. FOUNDATION agrees it shall not use the access road for parking vehicles at any time. FOUNDATION instructors, only, may park east of the buildings, so long as access to emergency vehicles is not blocked. No other FOUNDATION employees, volunteers, students, or visitors shall park any vehicles on or about the Premises covered under this revocable license. For all other purposes, access and parking shall be via the paved parking lot for Jaycee Park.

6. NOTICES

All notices, requests, and other communications dealing directly or indirectly with this license shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or carrier service or mailed by registered or certified mail (postage prepaid) return receipt requested, address to:

As to CITY:
CITY MANAGER
City of Fort Pierce
100 N. US Hwy 1
Fort Pierce, Florida 34950

With copies to:
CITY ATTORNEY
City of Fort Pierce
100 N. US Hwy 1
Fort Pierce, Florida 34950

As to FOUNDATION:
CHARLES HAYEK
1111 Fernandina Street
Fort Pierce, FL 34949

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused, if mailed.

7. INDEMNIFICATION

As consideration for the CITY granting FOUNDATION this revocable license, and to the extent allowed by law, the FOUNDATION agrees to indemnify and hold harmless the CITY, its officers, employees, and agents harmless from and against all claims, liability, demands, damages, expenses, fees, fines penalties, suits, proceedings, actions and costs of actions, including reasonable attorney's fees of any kind or nature in any way arising from, related to, or in any way connected with the use, occupation, management, or control of the above property by FOUNDATION or its officials, agents, employees, volunteers, patrons, or invitees, or resulting in injury to persons or property, or loss of life or property of any kind or nature whatsoever, sustained during FOUNDATION'S use of the above property.

8. INSURANCE

Without limiting any of the other obligations or liabilities of FOUNDATION, FOUNDATION shall provide, pay for, and maintain in force the insurance coverages set forth in this section during the term of this Revocable License Agreement.

a. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

b. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property
Damage Combined

c. Watercraft Liability

FOUNDATION shall purchase and maintain insurance which shall, at a minimum, cover the FOUNDATION for injuries or damage arising out of the use of watercraft. Such insurance shall include the CITY as an additional insured.

The minimum limits applicable to watercraft liability, inclusive of amounts provided by any excess policy, shall be:

\$1,000,000 Each Occurrence/Annual Aggregate

This watercraft liability coverage may be provided as part of the Commercial General Liability insurance required herein either by endorsement or by elimination of the watercraft liability exclusion.

d. CITY shall be included as "Additional Insured" with respect to liability arising out of operations performed for CITY by or on behalf of FOUNDATION, acts, or omissions of CITY in connection with general supervision of such operation, and the ownership, maintenance, or use of the licensed Premises, and with respect to liability arising out of the negligent use of the access road.

Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the CITY with sixty (60) days' notice of cancellation and/or restriction.

FOUNDATION shall provide to CITY a certified copy of all insurance policies required hereunder showing that the CITY, has been named as additional insureds under such policies or, in the alternative, a certificate evidencing that the required additional endorsements have been obtained under such policies, immediately upon execution of this Revocable License Agreement by both parties to same. The insurance coverage required hereunder shall apply on a primary basis to any other insurance maintained by the CITY, its officers, servants, agents, and employees. Except with respect to the total limits of liability, the insurance coverage provided shall apply to each insured in the same manner as if separate policies had been issued to each.

9. TERMINATION

This Revocable License Agreement may be canceled with or without cause at any time during the term, or extension thereof, hereof by either party upon thirty (30) days' written notice to the other of its desire to terminate this revocable license. It is expressly understood by the parties that FOUNDATION is receiving from the CITY a revocable license which may be terminated at any time by the CITY. Should, however, the CITY determine, in its sole discretion,

there has been a breach of this Revocable License Agreement or a life, health, or safety issue exists that requires the immediate termination of this Revocable License Agreement, the CITY may do so effective immediately, with written notice provided to FOUNDATION.

10. MAINTENANCE AND REPAIR OF LICENSED PREMISES

It shall be the responsibility of the FOUNDATION to keep the licensed Premises clean, safe, sanitary, and free from trash and debris. The upkeep and maintenance of all areas herein licensed by CITY to LICENSEE shall be borne by FOUNDATION, and FOUNDATION agrees to maintain the licensed Premises in accordance with the terms and conditions of this revocable license and consistent with prudent and well-reasoned maintenance procedures and techniques.

11. CITY ACCESS TO THE PROPERTY

CITY may, without any advance warning, and at any time deemed appropriate by CITY, with or without cause, inspect the Premises for compliance with this Revocable License Agreement. Nothing herein, however, shall create an obligation on the CITY to conduct such inspection.

12. AMENDMENTS

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

13. SURRENDER UPON TERMINATION

FOUNDATION shall peaceably surrender and deliver the licensed Premises to the CITY, or its agents, immediately upon expiration of the revocable license term; or after ten (10) days' written notice from the CITY upon the termination of the revocable license for any other reason.

FOUNDATION further agrees that it will leave the licensed Premises in the condition existing at the commencement of this revocable license, all alterations, adjustments, partitions, additions or improvements excepted, and normal wear and tear excepted, subject to the repair and maintenance obligations provided in this revocable license.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN **WITNESS WHEREOF**, the parties have executed this Agreement on the day and year above first written.

ATTEST:

CITY OF FORT PIERCE

Linda Cox, City Clerk

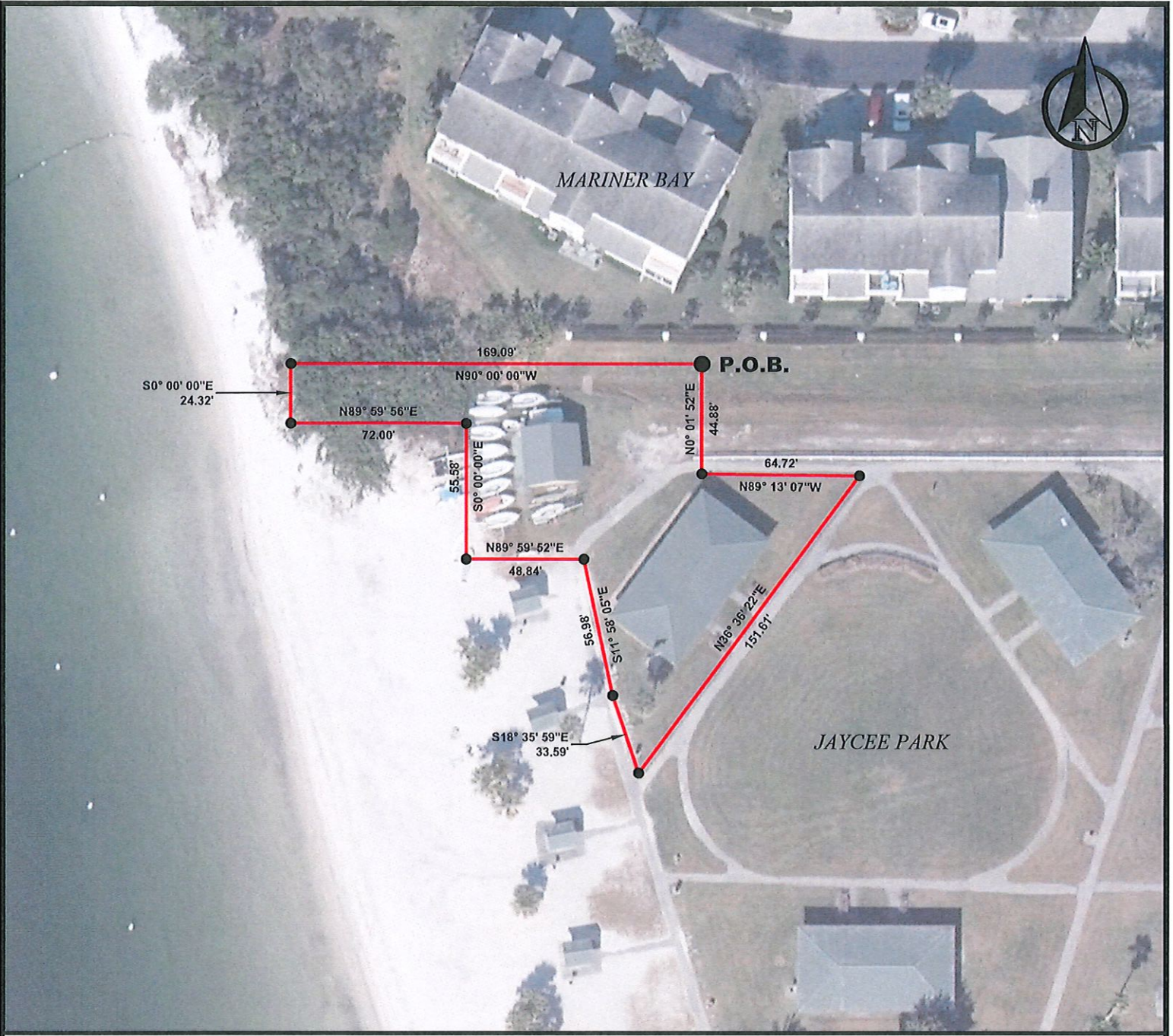
Linda Hudson, Mayor

**APPROVED AS TO FORM
AND CORRECTNESS:**

**TREASURE COAST YOUTH
SAILING FOUNDATION, INC.**

Tanya Earley, City Attorney

Ernie Small, President



LICENSE AGREEMENT DESCRIPTION:

COMMENCING AT THE POINT OF BEGINNING. THENCE CONTINUE NORTH 90°00'00" WEST, A DISTANCE OF 169.09 FEET; THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 24.32 FEET; THENCE NORTH 89°59'56" EAST, A DISTANCE OF 72.00 FEET; THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 55.58 FEET; THENCE SOUTH 89°59'52" EAST, A DISTANCE OF 48.84 FEET; THENCE SOUTH 11°58'05" EAST, A DISTANCE OF 56.98 FEET; THENCE SOUTH 18°35'59" EAST, A DISTANCE OF 33.59 FEET; THENCE NORTH 36°36'22" EAST, A DISTANCE OF 151.61 FEET; THENCE NORTH 89°13'07" WEST, A DISTANCE OF 64.72 FEET; THENCE NORTH 00°01'52" EAST, A DISTANCE OF 44.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.35 ACRES OF LAND MORE OR LESS.