

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Agenda Item #:

6B2

Meeting Date: January 15, 2008

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a License Agreement with the Palm Beach County Bar Association (Bar Association) for the installation and operation of exhibits concerning civics and law within the ceremonial courtroom of the 1916 Historical Courthouse.

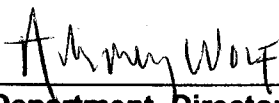
**Summary:** The Bar Association has requested that the County allow fixed exhibits to be installed on the balcony and mobile exhibits on the main floor of the ceremonial courtroom of the 1916 Historical Courthouse. The mobile exhibits may be removed from the courtroom by the County should they interfere with any scheduled use. The exhibits were designed, constructed and funded by the Bar Association and will remain their property. The Bar Association shall install, operate, maintain and repair the exhibits. The County will only supply the electricity required to operate the fixed exhibits. The Bar Association may display the name of exhibit donors with the prior written approval of the County, though the name may be covered or removed when necessary for certain functions. Any new exhibits or changes to existing exhibits shall be submitted to the County and may be approved by the County Administrator provided the content meets the guidelines of the agreement. The Bar Association shall also be entitled to use the Courtroom for special events such as presentations related to the exhibits or the legal process or fund raising activities related to the exhibits. There is no license fee associated with this license. The license agreement shall extend for ten (10) years. (FDO Admin) Countywide/ District 7 (HJF)

**Background and Policy Issues:** The Bar Association has requested that the County allow fixed exhibits to be installed on the balcony and mobile exhibits on the main floor of the ceremonial courtroom of the 1916 Historical Courthouse. The exhibits will be installed, operated, maintained and repaired by the Bar Association. There is no license fee associated with this license. The license agreement shall extend for ten (10) years.

**Attachments:**

License Agreement

Recommended by: \_\_\_\_\_

  
Department Director

12/19/07  
Date

Approved by: \_\_\_\_\_

  
County Administrator

1/15/08  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Is Item Included in Current Budget? Yes  No

Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** There is no fiscal impact to this item.

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and/or Contract Development & Control Comments:**

*The cost to supply the electricity required to operate the fixed exhibits is indeterminable at this time.*

*[Signature]* 1-2-08  
OFMB  
1/2/08 (11/2) vb (2/21)

*[Signature]* 1/17/07  
1/1/07  
Contract Dev. and Control

**B. Legal Sufficiency:**

*[Signature]* 1/8/08  
Assistant County Attorney

This Contract complies with our contract review requirements.  
At the time of our review, FDO was obtaining the required proof of insurance.

**C. Other Department Review:**  
\_\_\_\_\_

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this "Agreement") is made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and the Palm Beach County Bar Association, hereinafter referred to as "Licensee".

### **WITNESSETH:**

**WHEREAS**, County is the owner of certain real property located at 300 North Dixie Highway, West Palm Beach, FL 33401, upon which the first Palm Beach County Courthouse was constructed in 1916 (the "Historic Courthouse"); and

**WHEREAS**, County is in the process of restoring the exterior and portions of the interior of the Historic Courthouse to its original condition (the "Restoration Project"); and

**WHEREAS**, upon completion of the Restoration Project, Licensee has requested that Licensee be granted a nonexclusive license to utilize a portion of the wall space and floor space within the ceremonial courtroom to display exhibits concerning civics and the law; and

**WHEREAS**, County is willing to grant Licensee a non-exclusive, revocable license to use the Historic Courthouse for the purposes hereinafter defined.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a revocable license to use the Premises as hereinafter defined upon the following terms and conditions:

### **ARTICLE I BASIC PROVISIONS**

#### **Section 1.01 Premises.**

The County hereby grants to Licensee a non-exclusive license to utilize the portion of the floor space on the main floor (the "Main Floor") and the portion of the wall space on the balcony (the "Balcony") of the ceremonial courtroom (the "Courtroom") depicted in Attachment "A" (the "Premises"), attached hereto and incorporated herein, in accordance with the terms of this Agreement.

#### **Section 1.02 Length of Term and Commencement Date.**

The term of this Agreement shall be ten (10) years (the "Term"), from the date of execution listed above (the "Commencement Date"), unless sooner terminated pursuant to the provisions of this Agreement.

---

**Section 1.03 Non-Exclusive License Agreement**

This Agreement is non-exclusive and Licensee acknowledges that the County has previously entered into a license for the Courtroom with The Historical Society of Palm Beach County (the "Historical Society"). Licensee agrees to work cooperatively with the Historical Society concerning the use of the Courtroom and not interfere with the Historical Society's licensed use. The County reserves the right to enter and use the Courtroom for its own purposes and enter into agreements with other entities concerning the Courtroom.

**ARTICLE II  
LICENSE FEE**

**Section 2.01 License Fee.**

Licensee shall be entitled to use the Premises without charge.

**ARTICLE III  
USE OF PREMISES BY LICENSEE**

**Section 3.01 Use of Premises**

Upon approval of this Agreement, which shall function as County approval of the Licensee's final exhibits, Licensee shall be entitled to install, operate and maintain fixed exhibits ("Fixed Exhibits") within the Balcony and mobile exhibits ("Mobile Exhibits") within the Main Floor, referred to collectively as "Exhibits", provided same do not interfere with the use and function of the Premises. Licensee shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever. Despite the installation of the Exhibits in a County facility, the Exhibits are and shall remain the property of the Licensee.

Notwithstanding the foregoing, Licensee's rights relating to the Premises shall be inferior and subordinate to County's rights to use the Premises; the use of the Premises by Licensee shall not interfere with County's use of or access to the Premises. Further, Licensee specifically agrees and acknowledges that the County's use of the Premises may sometimes require the removal or covering of the Mobile Exhibits by the County. Licensee shall use the Premises in a manner which does not adversely or unreasonably impact the Historic Courthouse.

Licensee shall exercise reasonable efforts to ensure that all Exhibits displayed and presented in the Premises are accurate; in addition, Licensee shall exercise reasonable efforts to ensure the same do not offend the prevailing general sensibilities of the citizenry of Palm Beach County. Licensee may contract directly with the Historical Society for the operation and display of the Exhibits on the Premises.

Licensee shall have the right to display the name of exhibit donors on the Exhibits subject to the prior written approval of the County. County shall have thirty (30) days in which to approve or reject any proposed donor name for the Exhibits. County staff shall

send each County Commissioner a notification of any request for approval of a donor name within five (5) working days of receipt of the name from Licensee and request any objections be returned within seven (7) days. If no objections are received, County staff shall notify Licensee of the approval. In the event that objections are received, County staff will schedule the request for the next available Board meeting for consideration by the Board of County Commissioners.

Upon County approval, Licensee shall have the right to display the names of exhibit donors on the Exhibits provided that: 1) the names can be securely covered or removed, as determined by the County, when necessary for certain functions on the Premises and 2) the names are appropriately sized and displayed in the sole discretion of the County. Licensee shall not be entitled to any other signage within the Premises.

During the term of this Agreement, any new Exhibits or changes to current Exhibits shall be submitted to County and may be approved by the County Administrator provided the content of same meets the guidelines provided herein. The content of Exhibits shall address issues concerning civics, including the system of government, the legislative process, important historical documents, Florida's development as a state, and a directory of government officers, and issues concerning law, including names, cases or events in legal history, the judicial process, the roles of the judiciary, and elements of the judicial system.

### **Section 3.02 Special Events**

Licensee shall be entitled to use the Premises for Special Events. Special Events shall mean 1) educational and/or informational presentations which are directly related to the Exhibits, judicial proceedings or the legal process and 2) fund raising activities which are related to the content of the Exhibits or the actual Exhibits. Under no circumstances shall Licensee be entitled to use the Premises for events which are not directly or substantially related to legal issues and hosted directly by the Licensee. Without limiting the foregoing, Licensee shall not be entitled to use the Premises for private meetings, functions or parties, nor shall Licensee be entitled to license, sublease or otherwise charge for use of the Premises. The foregoing prohibition against charging for use of the Premises for Special Events shall not be deemed to impair or restrict Licensee's ability to use the Premises for normal fund raising activities conducted directly by Licensee for the sole benefit of Licensee.

Subject to availability, Licensee shall reserve the exclusive use of the Premises for Special Events through a County Facility Use Permit per Countywide PPM CW-O-024.

### **Section 3.03 Security**

Licensee acknowledges and accepts full responsibility for the security and protection of all Exhibits installed in or placed in the Premises. Licensee expressly acknowledges that Licensee shall identify any security measures it deems necessary or

desirable for the protection of the Exhibits and request same be installed or constructed by the County at the Licensee's expense.

Licensee acknowledges that this Agreement shall not constitute a bailment and Licensee hereby releases County from any liability relating to damage to the Exhibits regardless of the cause of such damage, and agrees to indemnify, and save County harmless from and against any and all claims, actions, damages, liability and causes of action arising during the Term of this Agreement for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the Exhibits or the use and occupancy of the Premises by Licensee, its agents, employees, licensees, invitees, and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim.

Society shall immediately notify County of any losses incurred or security incidents by contacting the County's Chief Security Supervisor at 561-355-3215.

**Section 3.04 Licensee's Installation of Exhibits.**

Licensee shall have the Exhibits installed on the Premises in the locations identified on Attachment "B", attached hereto and incorporated herein. Licensee may contract with Exhibits and More, for the installation of the Fixed Exhibits in the Premises. Installation shall only mean placing the Exhibits in the appropriate locations and connecting any electrical cords to the available outlets; the Exhibits shall not be affixed to any wall or floor of the Courtroom. Licensee shall supervise the installation of the Exhibits or have the Historical Society of Palm Beach County supervise the installation of the Exhibits on its behalf.

Licensee shall make no further improvements, alterations or additions to the Premises without the prior written consent of County which consent may be granted or withheld in County's sole discretion. Licensee agrees and acknowledges that any such work performed by Licensee whether pursuant to this Section or otherwise, is performed and accomplished solely for the benefit and convenience of Licensee, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Agreement.

**Section 3.05 No Liens**

Licensee covenants and agrees that nothing contained in this Agreement shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Licensee shall notify any and all parties or entities performing work or providing materials relating to any installation made by Licensee of this provision of this Agreement. If so requested by County, Licensee shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's interest shall not be subject to liens for installations made by Licensee. In the event that a construction lien is filed against the Licensee's

Premises or other County property in connection with any work performed by or on behalf of Licensee, Licensee shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Licensee fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Licensee, and Licensee shall promptly pay to County upon demand all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Licensee agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**Section 3.06 Waste or Nuisance.**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant of the Historic Courthouse or the public's use thereof, or which may adversely affect County's fee interest in the Premises or Historic Courthouse or the Historical Society's license.

Licensee shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents on the Premises or any adjacent area in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent areas and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

**Section 3.07 Governmental Regulations.**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section.

**Section 3.08 Rules and Regulations**

The rules and regulations appended to this Agreement as Attachment "C" are hereby made a part of this Agreement, and Licensee agrees to comply with and abide by same. County reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations for the Historic

Courthouse. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Licensee. Licensee agrees to comply with all additional and supplemental rules and regulations upon notice of same from County.

**Section 3.09 Non-Discrimination.**

Licensee shall comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, martial status, sexual orientation or disability with respect to any activity occurring on the Premises or under this Agreement. Licensee will exercise reasonable efforts to ensure that that all Exhibits will be culturally and racially inclusive and non-discriminatory.

**Section 3.10 Surrender of Premises.**

Upon expiration or earlier termination of the term of this Agreement to use the Premises, Licensee shall surrender the Premises to the County in at least the same condition the Premises were in as of the date of this Agreement, subject to normal wear and tear. The County, at the Licensee's sole cost and expense, shall remove all of Licensee's Exhibits from the Premises and return the Exhibits to Licensee.

**ARTICLE IV  
REPAIRS AND MAINTENANCE**

**Section 4.01 Responsibility of County**

County shall repair and maintain in good order and condition, ordinary wear and tear excepted, the Premises.

**Section 4.02 Responsibility of Licensee**

Notwithstanding the foregoing, County shall not be obligated to repair or maintain Licensee's Exhibits. All Exhibits on the Premises shall be kept in good repair and condition at Licensee's expense. Licensee may contract directly with the Historical Society of Palm Beach County for the repair and maintenance of the Exhibits on the Premises.

The County shall have the right to determine when and if repairs or maintenance to the Exhibits are necessary. Should a Mobile Exhibit become damaged for any reason, Licensee shall remove the damaged Exhibit from the Premises until repaired. Should a Fixed Exhibit become damaged for any reason, Licensee shall cover the damaged Exhibit until repaired or the County shall remove the damaged Exhibit from the Premises, at Licensee's expense. Licensee shall have any necessary repairs to the Exhibits completed within sixty (60) calendar days from the date of removal or covering of the Exhibit.



**ARTICLE V  
INSURANCE AND INDEMNITY**

**Section 5.01 Liability Insurance.**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Broad Form Property Damage Liability coverages.

**Section 5.02 General Provisions.**

Except for Workers Compensation, all insurance policies shall name the County as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this Lease. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this Agreement, County may immediately terminate this Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

**Section 5.03 Indemnification of County.**

Licensee acknowledges and agrees that County is not responsible for damage, loss, or theft of Exhibits at any time, including installation, and that Licensee assumes all risk of installing and operating the Exhibits on the Premises. Licensee shall, to the extent permitted by law, indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and causes of action arising during the term of this Agreement for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the Exhibits or use and occupancy of the Premises by Licensee, its agents, employees, licensees, invitees, and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim. In the event County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees

incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this agreement without Licensee's agreement to indemnify County and further acknowledges the receipt of good and valuable consideration in support hereof. This provision shall survive expiration or termination of this Agreement.

**Section 5.04 Waiver by Licensee and Licensee's Insurers of Subrogation.**

In the event of loss or damage to any of Licensee's Exhibits, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

**ARTICLE VI  
UTILITIES**

County shall pay for water, sewer and electric utility service to the Premises. In no event, however, shall the County be liable for an interruption or failure in the supply of any such utilities to the Premises.

**ARTICLE VII  
REVOCATION OF LICENSE**

Notwithstanding anything to the contrary contained herein, the rights granted to Licensee hereunder only constitute a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon at least thirty (30) days prior written notice to Licensee. Upon Licensee's receipt of notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligation hereunder accruing subsequent to the date of such termination. Notwithstanding any early revocation of this Agreement, Licensee shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Licensee hereunder arising prior to the date of such revocation.

**ARTICLE VIII  
DEFAULT**

**Section 8.01 Default by Licensee**

The occurrence of any one or more of the following shall constitute an Event of Default by Licensee under this Agreement: (i) Licensee's failure to perform or observe any of the agreements, covenants or conditions contained in the Agreement on Licensee's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County unless the same is of such a nature that it can not reasonably be cured within such a time period, in which event Licensee shall be entitled to a reasonable period under the circumstances; or (ii) Licensee's vacating or abandoning the Premises.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to give Licensee notice that County intends to terminate this Agreement upon a specified date not less than thirty (30) days after County's delivery of notice to Licensee, and this Agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Agreement. In the event County elects to terminate this Agreement, such termination shall not relieve Licensee of any obligation arising prior to the date of such termination. If, however, the default is cured within the thirty (30) day period and the County is so notified, this Agreement will continue.

**Section 8.02 Default by County**

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE IX  
MISCELLANEOUS**

**Section 9.01 Entire Agreement.**

This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

**Section 9.02 Notices.**

All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following addresses to which notices may be

delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:  
Property and Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5603

(b) If to the Licensee at:  
  
Palm Beach County Bar Association  
Attn: President  
1601 Belvedere Road, Suite 302 East  
West Palm Beach, FL 33406-1554

**Section 9.03 Assignment**

Licensee may not sublicense or assign this License in whole or in part. Notwithstanding the foregoing, Licensee may contract with the Historical Society to perform all or a portion of Licensee's obligations under this Agreement. Licensee's contract with the Historical Society shall not alter Licensee's obligations hereunder or release Licensee there from. Any attempted assignment shall be null and void, without legal effect and shall constitute a breach of this Agreement.

**Section 9.04 Recording.**

Licensee shall not record this Agreement, or any memorandum or short form thereof, without the written consent and joinder of County, which consent may be granted or withheld at the County's sole discretion.

**Section 9.05 Waiver of Jury Trial.**

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

**Section 9.06 Governing Law and Venue.**

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

**Section 9.07 Time of Essence.**

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**Section 9.08 Severability.**

If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 9.09 Waiver.**

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

The consent or approval by County to or of any act by Licensee requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Licensee.

**Section 9.10 Non-exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 9.11 Construction.**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 9.12 Incorporation by Reference.**

Attachments attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

**WITNESS:**

**LICENSEE:**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Printed Name of President

SHARON R. BOCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AT TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

**Attachment "A"**

**Plan of Licensed Premises**

**Attachment "B"**  
**Location of Exhibits**



## Attachment "C"

### Rules and Regulations

1. The sidewalks, entrances, passages, courts, elevator, vestibules, stairways, corridors or halls of the Historic Courthouse shall not be obstructed or encumbered or used for any purpose other than ingress and egress.
2. No awnings or other projections shall be attached to the outside walls or windows of the Historic Courthouse.
3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Historic Courthouse or the common areas, nor placed in the halls, corridors, vestibules or other public parts of the Historic Courthouse.
4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Society shall not bring or keep, or permit to be brought or kept, any inflammable combustible or explosive fluid, material, chemical or substance in or about the Historic Courthouse.
5. No bicycles, vehicles or animals (except for guide dogs for the blind or service dogs for the physically impaired) of any kind shall be brought into or kept in or about the Historic Courthouse. No cooking (restaurant use excepted) shall be done or permitted in the Historic Courthouse without the approval of County. Licensee shall not cause or permit any unusual or objectionable odors to emanate from the Premises.
6. No space in the Historic Courthouse shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of County.
7. Licensee shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Historic Courthouse or neighboring Historic Courthouses or Premises whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.
8. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in locks or the mechanism thereof. Licensee must, upon the termination of its Agreement, restore or return to County all keys furnished to, or otherwise procured by, Licensee.
9. County shall have the right to prohibit any advertising by Licensee which, in County's opinion, tends to impair the reputation or desirability of the Historic Courthouse, and upon notice from County, Licensee shall refrain from or discontinue such advertising.

10. No area within the Historic Courthouse shall be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

11. There shall not be used in the Historic Courthouse, either by Licensee or by its agents or contractors, in the delivery, shipping or receipts of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as County may require.

12. Licensee shall abide by all posted parking rules and regulations.

13. Society shall familiarize each of its employees with these rules and regulations and shall be solely responsible for compliance by its employees of said rules and regulations.