

Agenda Item #: **3H-1**

☒ **Consent** ☐ **Regular**
☐ **Ordinance** ☐ **Public**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

- A. Standard Equipment Use Agreement with the Palm Beach County Sports Commission, Inc. (JCC Maccabi Games); and
- B. Temporary Construction Easement with Sannlor Properties II, LLC, a Florida limited liability company (Morikami Park); and
- C. Standard License Agreement for Use of County-Owned Property with the Palm Beach Chapter of the Florida Engineering Society (Vista Center); and
- D. Standard License Agreement for Use of County-Owned Property with the South Florida Fair & Palm Beach County Expositions, Inc., a Florida not for profit corporation (South Florida Fair); and
- E. Standard License Agreement for Use of County-Owned Property with Everglades Golden Retriever Rescue, Inc., (Animal Care and Control).

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard Agreements, dated from July 31, 2014 to October 10, 2014, have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or his designee. The Standard License Agreements were approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013 (the "Resolution"). The Standard Equipment Use Agreement, dated July 31, 2014, was executed on behalf of the Board by the County Administrator or his designee, in accordance to Board approval on October 1, 2013. The Temporary Construction Easement, dated August 6, 2014, was executed on behalf of the Board by the Director of Facilities Development and Operations in accordance to Board approval on July 1, 2014. These executed documents are now being submitted to the Board to receive and file. **(FDO Admin) Countywide**
(MJ)

*****Continued On Page 3*****

Attachments:

1. Standard Equipment Use Agreement with the Palm Beach County Sports Commission, Inc. (JCC Maccabi Games)
2. Temporary Construction Easement with Sannlor Properties II, LLC, a Florida limited liability company (Morikami Park)
3. Standard License Agreement for Use of County-Owned Property with the Palm Beach Chapter of the Florida Engineering Society (Vista Center)
4. Standard License Agreement for Use of County-Owned Property with the South Florida Fair & Palm Beach County Expositions, Inc., a Florida not for profit corporation (South Florida Fair)
5. Standard License Agreement for Use of County-Owned Property with Everglades Golden Retriever Rescue, Inc., (Animal Care and Control)

Recommended By: Asmy Wolf 11/14/14
Department Director Date

Approved By:  12/4/17
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u><u>X</u></u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No:

Fund _____ Dept _____ Unit _____ Revenue Source _____
Fund _____ Dept _____ Unit _____ Revenue Source _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

* NO Fiscal Impact

Susan Neary 11/24/14
OFMB 11/24/14

Ann J. Jaworski 12/1/14
Contract Development and Control
12-1-14 B. Jaworski

B. Legal Sufficiency:

[Signature] 12/3/14
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Background & Justification:

Standard Equipment Use Agreement

The Standard Equipment Use Agreement was designed to facilitate the short term loan of County owned equipment for special events, equipment testing/trials and for short-term continuous use. The Standard Equipment Use Agreement authorizes the development of special terms and conditions with further modifications to the insurance, indemnification and risk of loss provisions with approvals by the Risk Management Department and the County Attorney's office.

Temporary Construction Easement

On October 22, 2002 the Board enacted the PREM Ordinance which is codified at Chapter 22, Article VI of the Palm Beach County Code. On December 15, 2009, the PREM Ordinance was amended by the Board's adoption of Ordinance 2009-052, which implemented recommendations made by the Palm Beach County Grand Jury. The amendment to the PREM Ordinance continued the prior delegation of authority for the Director of FDO or his or her designee to execute standard limited duration Easements in a standard form approved by the Board. The Temporary Construction Easement is in conformity to the Board approved standard Temporary Construction Easement.

Standard License Agreements

The Resolution which provided authority for the County Administrator or his designee to execute standard license agreements was designed to expedite and streamline the process for commercial use of county owned property after submission of an application for use and after determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare and (ii) the applicant will not realize a profit based on the use.

STANDARD EQUIPMENT USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT is made and entered into July 31, 2014, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Palm Beach County Sports Commission, Inc., a Florida not-for-profit corporation, whose Federal I.D. number is 65-0263296, hereinafter referred to as "User".

In consideration of the covenants and agreements hereinafter set forth the County hereby grants User the use of equipment as set forth herein.

SECTION ONE: EQUIPMENT USE AND TERM

County hereby agrees to provide for the use of the equipment identified on the attached Exhibit "A", incorporated herein by reference (the "Equipment"). This Equipment Use Agreement is subject to the Special Conditions of Use as set forth in Exhibit "B", attached hereto and incorporated by reference.

This Agreement commences on August 8, 2014 and ends on the earlier of August 15, 2014, or immediately upon County notice of termination as set forth herein (the "Term"). The User shall discontinue use/return the Equipment at the conclusion of the Term.

The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public, and that the County may have occasions when the Equipment is required for County purposes. Therefore, the parties agree that, in the event the Equipment is needed by the County during the Term, or if either party desires to terminate the Agreement, for any reason whatsoever, either party may immediately terminate this Agreement and the User shall immediately discontinue use/return the Equipment to the County following the notice of termination

SECTION TWO: COSTS

The User will not incur a fee for use or rental of the Equipment during the Term of this Agreement. However, User may incur other costs and expenses as further set forth in this Agreement or the Special Conditions of Use.

SECTION THREE: RISK OF LOSS AND DAMAGE

User shall be responsible for risk of loss and damage to the Equipment to the extent set forth in the attached Special Conditions of Use.

SECTION FOUR: INSURANCE AND INDEMNIFICATION

User shall provide the insurance and indemnity requirements as set forth in the attached Special Conditions of Use.

SECTION FIVE: NOTICES

All notices to the County concerning this Equipment Use Agreement shall be directed to the Business & Community Agreements Manager, Facilities Development & Operations, 2633 Vista Parkway, West Palm Beach, FL 33411-5603, (561) 233-0206 (Fax) with a copy to Palm Beach County, Attn: County Attorney, 301 North Olive Avenue, 6th Floor, West Palm Beach, FL 33401, (561) 355-6461(fax). All notices to the User shall be directed to Dan Smith, Event Coordinator, Palm Beach County Sports Commission, Inc., 1555 Palm Beach Lakes Blvd., Suite 930, West Palm Beach, FL 33401 at (561) 233-3125 (fax). For purposes of this Agreement, notice shall be in writing, and may be provided by U.S. Mail, hand delivery, other delivery service, or by facsimile.

SECTION SIX: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION SEVEN: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or User.

SECTION EIGHT: NON-DISCRIMINATION

User assures and certifies that it shall comply with Title VII 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, marital status, familial status, sexual orientation, disability, gender identity and expression, or genetic information during their performance of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County and User have executed this Equipment Use Agreement, on the day and year first above written.

WITNESS

By: 
Signature

DAN SMITH, MGR
(Witness Print Name and Title)

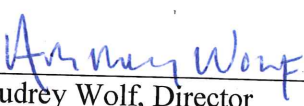

**PALM BEACH COUNTY SPORTS
COMMISSION, INC.**, a Florida not-for-profit corporation

By: 
Guy Quattlebaum, President

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

PALM BEACH COUNTY, a political subdivision
of the State of Florida

By:  
Audrey Wolf, Director
Facilities Development & Operations

**PALM BEACH COUNTY
RISK MANAGEMENT DEPARTMENT**

By: 
Scott Marting, Insurance & Claims Manager

EXHIBIT "A"
Equipment Inventory

EQUIPMENT TYPE AND/OR SERIAL NO.	ASSET NUMBER	REPLACEMENT COST
466ABW2478	N/A	\$998.00
466ABW2752	N/A	\$998.00
466ABW2824	N/A	\$998.00
466ABW3050	N/A	\$998.00
466ABW3262	N/A	\$998.00
466ABW3964	N/A	\$998.00
466ABW4242	N/A	\$998.00
466ABW4313	N/A	\$998.00
466ABW4387	N/A	\$998.00
466ABW4417	N/A	\$998.00
466ABW4435	N/A	\$998.00
466ABW4877	N/A	\$998.00
466ABW4915	N/A	\$998.00
466ABW5543	N/A	\$998.00
466ABW5728	N/A	\$998.00
466ABW5766	N/A	\$998.00
466ABW5768	N/A	\$998.00
466ABW5786	N/A	\$998.00
466ABW3268	MTS-2000	\$998.00
466ABW2545	MTS-2000	\$998.00
466ABW3504	MTS-2000	\$998.00
466ABW5350	MTS-2000	\$998.00
466ABW5716	MTS-2000	\$998.00
466ABW4617	MTS-2000	\$998.00
466ABW5034	MTS-2000	\$998.00
466ABW2658	MTS-2000	\$998.00
466ABW4185	MTS-2000	\$998.00
466ABW3250	MTS-2000	\$998.00
466ABW4964	MTS-2000	\$998.00
466ABW4861	MTS-2000	\$998.00
Z065801	CHARGER NTN1177	\$700.00
R-3082	CHARGER NTN1177	\$700.00
Z059743	CHARGER NTN1177	\$700.00
R-2903	CHARGER NTN1177	\$700.00

Equipment Acknowledgement and Receipt (if applicable)

(A copy of the Equipment Inventory is to be signed by User at delivery of equipment)

User hereby acknowledges receipt and possession of the equipment identified on Exhibit "A".

By: _____
Signature of User Representative

Date

EXHIBIT "B"
SPECIAL CONDITIONS OF EQUIPMENT USE AGREEMENT

1. The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public and that there is to be no private "for-profit" uses of the Equipment. This prohibition extends to private businesses, entities or persons who are providing services for a fee during a not-for profit or governmental event.

User hereby certifies that the Equipment will be used solely by governmental or not-for-profit agencies and employees or volunteers, and that the Equipment will not be provided to any "for-profit" business or entity, or its contractors or employees. If User authorizes other governmental agencies or not-for-profit entities to use the Equipment, the User certifies that this prohibition will be explained to each user and each user must also comply with this use restriction.

2. The User acknowledges that the County is providing use of the Equipment during the hurricane season and that the County may have occasions when the Equipment is required for County purposes. In the event the Equipment is needed by the County during the Term, at the sole discretion of the Facilities Development & Operations Department/Electronic Services & Security Division, County shall fax a notice of termination to (561) 233-3125 (fax) with a email copy to dsmith@palmbeachsports.com, and the User shall immediately discontinue use/return the Equipment, in no event later than within forty-eight (48) hours after email notice of termination. Notice of termination is final.

User understands that the Equipment would not be authorized for this proposed use, but for, User's agreement to return the Equipment as set forth herein in the event of a termination. User has accepted the Equipment being fully aware of the risk of this contingency. User takes full and complete responsibility for contingency planning to avoid disruption to its communications/operations and agrees that User will not rely solely on the Equipment for its safety or security communications.

3. User is solely responsible for the performance and the operation of the Equipment and any damages or liability resulting from the use thereof. Should the County or User identify any malfunctioning Equipment, the User shall notify County and return the malfunctioning equipment to the County. In the case of stolen or lost Equipment, the User shall notify the County of the same, in writing or via e-mail, and shall include within such notice the serial number of the Equipment that is lost or stolen.

4. User assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of User under this Agreement. In the event of loss or damage of any kind whatsoever to the Equipment, User shall, at County's option: (i) reimburse the County for the entire cost and expense of the repair of the Equipment; or (ii) pay to the County the full replacement cost of the Equipment without deduction for depreciation. User shall provide County with the reimbursement of repair costs and/or the replacement cost, if applicable, within fourteen (14) calendar days of User's receipt of an invoice from the County regarding the same.

5. User acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that User is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. In the event that User maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Florida Statutes 768.28. User shall maintain said insurance policy at limits not less than \$500,000 each occurrence. User shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents. The additional insured endorsement shall provide coverage on a primary basis. Compliance with the foregoing insurance requirements shall not relieve User of its liability and obligations under this License Agreement. User's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

6. Each party shall be liable for its own actions and negligence and to the extent permitted by law; User shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the User's acts, errors or omissions in connection with this License Agreement. In the event the County shall be made a party to any litigation commenced against User or by User against any third party, then User shall protect and hold the County harmless in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's own negligent, willful or intentional acts or omissions. This Section shall survive termination of this Equipment Use Agreement.

Prepared by & Return to:
Ben Williamson, Project Manager
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-46-27-00-000-7190

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made August 6, 2014 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 and **SANNLOR PROPERTIES II, LLC**, a Florida limited liability company, whose mailing address is 4557 White Cedar Lane, Delray Beach, Florida 33445 ("Grantee").

RECITALS

Whereas, County is the owner of the land described in Exhibit "A" attached hereto (the "County Property"); and

Whereas, Grantee has requested that County grant a Temporary Construction Easement to allow Grantee access in and over County Property for the installation of drainage pipes on County's Property for drainage purposes.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the County in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby grant to the Grantee, a non-exclusive Temporary Construction Easement upon the real property legally described in Exhibit "B" attached hereto ("the Easement Premises"). The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises solely to install underground storm water drainage pipes (the "Project"). The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of Grantee's completion of the Project or One Hundred Eighty (180) days after the Effective Date. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

1. Conditions to Right of Usage. Grantee shall obtain from County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the Easement Premises prior to commencement of construction thereof. Approval shall be obtained from County's Property & Real Estate Management Division. All improvements shall be constructed at Grantee's sole

cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. Grantee shall install and maintain a construction fence to secure the Easement Premises area at all times. Grantee shall give County ten (10) days written notice prior to commencement of construction; Grantee shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified herein.

2. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the existing utility facilities within the Easement Premises, if any, and shall contact and coordinate with all utilities that have facilities within the Easement Premises.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the Easement Premises for any purpose not specifically permitted hereby.

4. **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements currently existing or constructed hereafter therein during the term of this Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Grantee fails to fulfill these obligations, County may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

5. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County's Property.

6. **Personal Property.** County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

7. **Prohibition Against Liens.** Neither County's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the

County Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming County as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to County prior to commencement of construction.

8. Insurance. Grantee shall provide, maintain and keep in full force and effect Automobile Liability and 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 coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, X, C, U and Broad Form Property Damage Liability coverages.

Except for Workers Compensation and Automobile, all insurance policies shall name the County as Additional Insured. Such insurance shall be underwritten by an insurance company licensed to do business in the State of Florida and approved by the County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County's Property & Real Estate Management Division at the address set forth in Section 16 below prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. Grantee shall ensure that any contractor or subcontractor entering the Easement Premises on its behalf has and maintains insurance coverage at least equal to that required of the Grantee under the provisions of this Paragraph 8.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Easement. Furthermore, Grantee shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Grantee's failure to maintain such insurance.

9. Indemnification. Grantee, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the exercise of the rights granted hereby and use of this Easement by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes.

10. **No Dedication.** The grant of Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

11. **Time of Essence.** The parties expressly agree that time is of the essence in this Easement.

12. **Matters of Record.** Grantee hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

13. **Non-Discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, genetic information, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity conducted pursuant to this Easement.

14. **Palm Beach County Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in the Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

15. **Construction.** The terms of this Easement 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 be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

16. **Entire Understanding.** This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

17. **Notices.** All notices 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 notice shall be the date of delivery of the notice if by personal delivery, courier services, or 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 hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

Grantee:

Sannlor Properties II, LLC
4557 White Cedar Lane
Delray Beach, FL 33445
Telephone: 561-495-4443
Fax: 561-495-4449

With a copy to:

Samuel J. Cantor, P.A.
2499 Glades Road, Suite 210
Boca Raton, FL 33431
Telephone: 561-982-9555
Fax: 561-982-9539

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

18. **Default.** In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

19 **Governing Law & Venue.** This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

20. **Prohibition Against Assignment.** This Easement may not be assigned by Grantee.

21. **No Third Party Beneficiary.** No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of County or employees of County or Grantee.

22. **Effective Date of Easement.** This Easement is expressly contingent upon the approval of the Director of Facilities Development & Operations and shall become effective only when signed by all parties.

23. **Reservation of Rights.** County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

24. **Waste or Nuisance.** Grantee shall not commit or suffer to be committed any waste upon the Easement Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Easement Premises or which may affect County's fee interest in the Easement Premises. Grantee shall keep the access to the Easement Premises, the parking areas, driveways and other contiguous areas to the Easement Premises free and clear of obstruction.

25. **Governmental Regulations.** Grantee shall, at Grantee'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 Grantee or its use of the Easement

Premises, and shall faithfully observe in the use of the Easement Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Grantee's use of the Easement Premises. Grantee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Grantee's activity, on the Easement Premises or in any manner not permitted by law. Grantee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Grantee's failure to perform its obligations specified in this Section. Grantee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this Temporary Construction Easement.

26. Surrender of Premises. Upon termination of the use of the Easement Premises by the Grantee, Grantee, at its sole cost and expense, shall remove all of its personal property from the Easement Premises and shall surrender the Easement Premises to the County in at least the same condition the Easement Premises were in at the start of each period of use.

27. Subcontracting. The Grantee may not subcontract or assign any rights, responsibilities or obligations of this Temporary Construction Easement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Grantee:

SANNLOR PROPERTIES II, LLC, a Florida limited liability company

Susan Woyman
Witness Signature

Susan Woyman
Witness Name Printed

By: Sandra C. Slomin
Signature
Sandra C. Slomin
Print Name

Managing Member
Title

Jeffrey M. Zimnick
Witness Signature
Jeffrey M. Zimnick
Witness Name Printed

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of July, 2014, by Sandra C. Slomin the MANAGING MEMBER, of SANNLOR PROPERTIES II, LLC (☒) who is personally known to me OR (☐) who has produced _____ as identification and who (☒) did (☐) did not take a oath.

(Notary Seal)

Brenda Gleason
Notary Public, State of Florida



Type, print or stamp name

Commission Number: EE 197877
My Commission Expires: Sept. 11 2016

COUNTY:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: Army Wolf
Director, Facilities Development & Operations

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: [Signature]
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
Department Director

G:\PREM\Dev\Open Projects\PR-Morikami\Sanmlor Properties\TCE.7-31-2014.docx

EXHIBIT "A"

COUNTY'S PROPERTY



EXHIBIT "B"
SKETCH OF DESCRIPTION
EASEMENT PREMISES

LYING IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER (NW1/4)
OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4)
SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA

A PORTION OF THE EAST ONE-HALF (E1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4)
OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4)
OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA,
BEING A 25.00 FOOT WIDE STRIP OF LAND LYING 12.50 FEET ON EACH SIDE OF THE
FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST (NW) CORNER OF THE EAST ONE-HALF (E1/2) OF THE
SOUTHWEST ONE-QUARTER (SW1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE
SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 27;

THENCE NORTH 00°09'42" EAST ALONG THE WEST LINE OF SAID EAST ONE-HALF (E1/2)
OF THE NORTHWEST ONE-QUARTER (SW1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4)
OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 27, A DISTANCE OF 189.15
FEET;

THENCE SOUTH 89°50'18" EAST, 12.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°09'42" EAST, 436.17 FEET TO THE THE SOUTH RIGHT-OF-WAY LINE
OF THE LAKE WORTH DRAINAGE DISTRICT L-37 CANAL AND THE POINT OF TERMINATION
OF SAID CENTERLINE.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 10,904 SQUARE FEET
(0.250 ACRE), MORE OR LESS.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE IS ASSUMED TO BEAR NORTH 00°09'56" EAST.
4. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
5. THE STATE PLANE COORDINATES SHOWN HEREON CONFORM TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, EAST ZONE ON THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT AS ESTABLISHED, ADOPTED AND PUBLISHED BY THE PALM BEACH COUNTY SURVEY SYSTEM. THE STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON PALM BEACH COUNTY SURVEY SECTION CONTROL POINTS AND ARE DERIVED FROM FIELD MEASUREMENTS. DISTANCES ARE GROUND DISTANCES. SCALE FACTOR USED FOR STATE PLANE COORDINATES IS 1.0000299.

PROJECT NO: 11-0947

FILE NAME: X:\CAD\SURVEY\0947A00 AMERICAN ORCHID SOCIETY\LAKE EASEMENT\0947LAKE.DWG

SHEET 1 OF 4 SHEETS

REVISED	MDR	07/16/14		MDR
REVISED	MDR	06/26/14		MDR
REVISED	MDR	03/8/12		MDR
SKETCH OF DESCRIPTION	MDR	01/20/12		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH
DROTOS

& ASSOCIATES

CERTIFICATE OF AUTHORIZATION NO. LB 6456

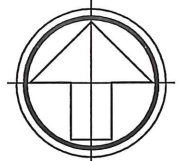
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064

PH: 954-943-9433 • FAX: 954-783-4754

ENGINEERING
SURVEYING
PLANNING

SKETCH OF DESCRIPTION

MATCHLINE-SEE SHEET 3
OF 4 SHEETS



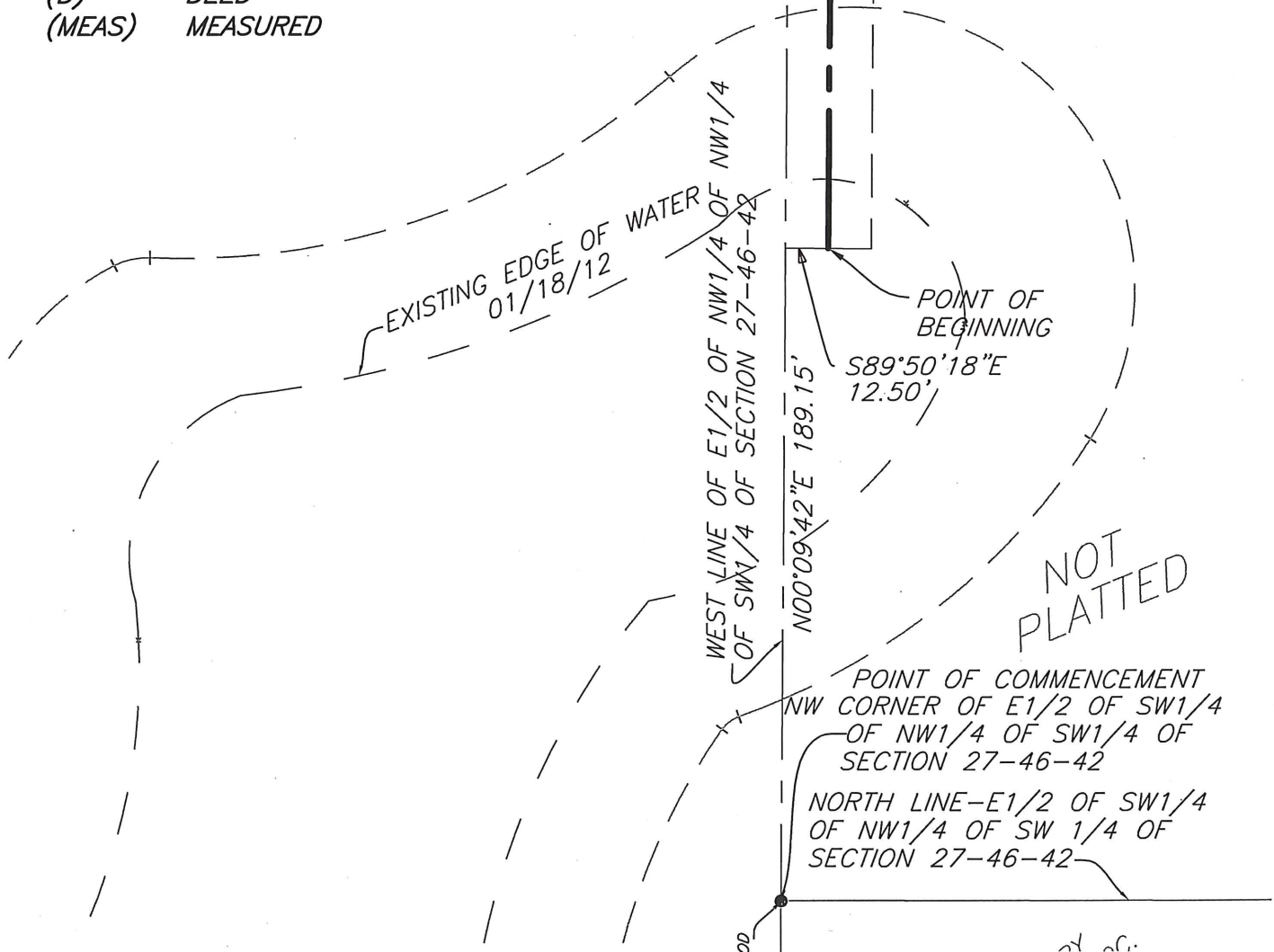
SCALE: 1"=50'

EASEMENT PREMISES

LYING IN THE EAST ONE-HALF OF THE
NORTHWEST ONE-QUARTER (NW1/4) OF THE
NORTHWEST ONE-QUARTER (NW1/4) OF THE
SOUTHWEST ONE-QUARTER (SW1/4) SECTION
27, TOWNSHIP 46 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA

LEGEND:

ORB OFFICIAL RECORD BOOK
PG PAGE
PBCR PALM BEACH COUNTY RECORDS
R RADIUS
D CENTRAL ANGLE
L ARC DISTANCE
(D) DEED
(MEAS) MEASURED



PROJECT NO: 11-0947

FILE NAME: X:\CAD\SURVEY\0947A00 AMERICAN ORCHID SOCIETY\LAKE EASEMENT\0947LAKE.DWG

SHEET 2 OF 4 SHEETS

REVISED	MDR	07/16/14		MDR
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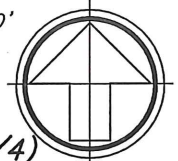
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ENGINEERING
SURVEYING
PLANNING

SKETCH OF DESCRIPTION

EASEMENT PREMISES

SCALE: 1"=50'



LYING IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER (NW1/4)
OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4)
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PALM BEACH COUNTY, FLORIDA

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PBCR PALM BEACH COUNTY RECORDS
R RADIUS
D CENTRAL ANGLE
L ARC DISTANCE
(D) DEED
(MEAS) MEASURED

LWDD L-37 CANAL
(55' RIGHT-OF-WAY)
AS SHOWN ON PLAT OF NORTH
OAKS, PUD PB 80, PG 187, PBCR

55'

APPROXIMATE LOCATION OF
SOUTH EDGE OF WATER

POINT OF TERMINATION

SOUTH RIGHT-OF-WAY LINE
LWDD L-37 CANAL

SURVEY NOTES:

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12.50'

12.50'

25.00'

WEST LINE OF E1/2 OF NW1/4 OF SECTION 27-46-42

WEST LINE OF SW1/4 OF SECTION 27-46-42

NO 00°09'42"E

436.17'

FOR THE FIRM, BY:

Michael D. Rose
MICHAEL D. ROSE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 3998

MATCHLINE-SEE SHEET 2
OF 4 SHEETS

PROJECT NO: 11-0947

FILE NAME: X:\CAD\SURVEY\0947A00 AMERICAN ORCHID SOCIETY\LAKE EASEMENT\0947LAKE.DWG

SHEET 3 OF 4 SHEETS

REVISED	MDR	07/16/14		MDR
REVISED	MDR	06/26/14		MDR
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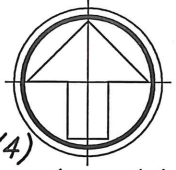
SDA SHAH
& ASSOCIATES
DROTOS

CERTIFICATE OF AUTHORIZATION NO. LB 6456
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PH: 954-943-9433 • FAX: 954-783-4754

ENGINEERING
SURVEYING
PLANNING

SKETCH OF DESCRIPTION

SCALE: 1"=50'



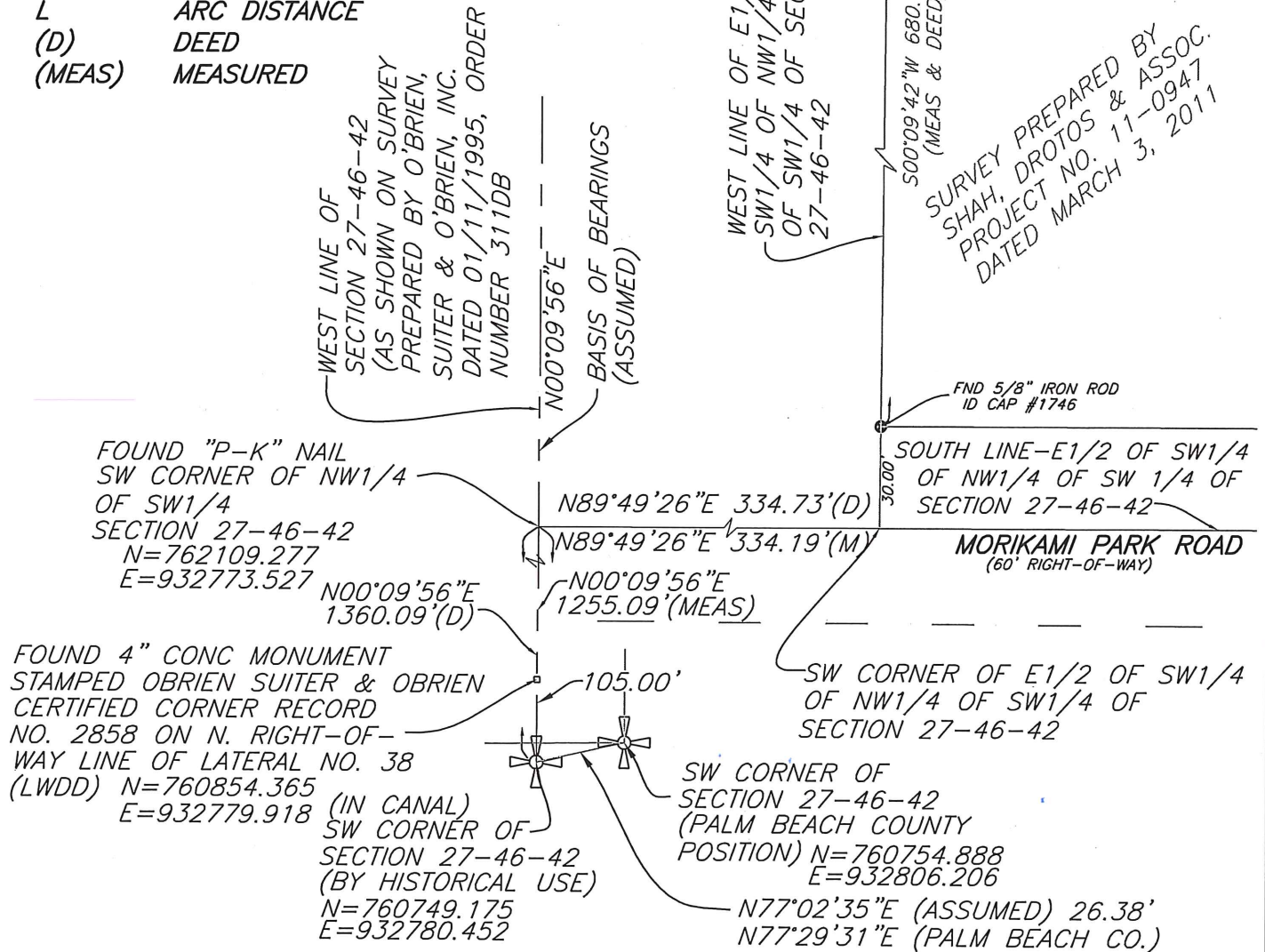
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OF THE NORTHWEST LINEONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4)
SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA

POINT OF COMMENCEMENT
NW CORNER OF E1/2 OF SW1/4
OF NW1/4 OF SW1/4 OF
SECTION 27-46-42

LEGEND:

ORB OFFICIAL RECORD BOOK
PG PAGE
PBCR PALM BEACH COUNTY RECORDS
R RADIUS
D CENTRAL ANGLE
L ARC DISTANCE
(D) DEED
(MEAS) MEASURED



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SHEET 4 OF 4 SHEETS

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CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

ENGINEERING
SURVEYING
PLANNING

**STANDARD LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into 9/9/14, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Palm Beach Chapter of the Florida Engineering Society, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, County is the owner of the real property and/or improvements described on the Application; and

WHEREAS, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and 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 permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

1. Premises

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date (**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **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 result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **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 and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees 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. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

Licensee assures and certifies that it shall comply with Title VII 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, marital status, familial status, sexual orientation, disability, or gender identity and expression, or genetic information with respect to their use of the Premises.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case 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, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$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 Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with 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 ten (10) 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 License Agreement. 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 License Agreement, County shall have the right of injunction, or County may immediately terminate this License 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.

In the event of loss or damage to the Premises, 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.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License 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. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices 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, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by 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 hereby designate the following addresses as the 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:

- FDO Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

(b) If to the Licensee at:

Palm Beach Chapter of the Florida Engineering Society
- FES c/o Bonnie McLeod, PE
2244 4th Avenue North
Lake Worth, FL 33461

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **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 LICENSE AGREEMENT.

19. **Governing Law and Venue**

This License 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.

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

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

22. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**

No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

Remainder of page intentionally left blank

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

WITNESS:

By: Kelly Schwarz
Signature

Kelly T Schwarz
Printed Name

LICENSEE:

By: Bonnie McLeod
Signature

Bonnie McLeod, President Palm Beach FES
Printed Name

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida

By: Amy Wolf
Director, Facilities Development & Operations

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

**APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbcgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT

Name of Applicant: Bonnie McLeod, PE

Name of Organization/Licensee: Palm Beach Chapter of the Florida Engineering Society

Address: c/o Atlantic Environmental Systems, Inc., 2244 4th Avenue North

City: Lake Worth State: FL Zip: 33461

Phone: (561) 547 - 8080 Email: Bonnie@eMOPS.com

Name of the Authorized Representative : Bonnie McLeod, PE, President

Type of Entity: ☐ Public Agency ☒ Non-Profit ☐ Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: County Building
(Please include room or area requested)

Address: 2300 N. Jog Road, Room 3-W-12

City: West Palm Beach State: FL Zip: 33411

3. NATURE OF USE: (Please check one)

☐ Training ☒ Educational ☐ Recreational ☐ Meeting

☐ Non-profit Event ☐ Other _____

Does Use include the sale of Goods and/or Services? ☐ Yes ☒ No
Will User charge an Admission Fee and/or Participation Fee? ☒ Yes ☐ No
\$100 Members, \$150
Non-Members, \$0
Amount to be charged for Admission Fee and/or Participation Fee: County Employees

Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Review Course for the Professional Engineers Exam

4. FOOD AND BEVERAGE

Use includes food and/or beverage? ☐ Yes ☒ No
Use includes the sale, use or consumption of alcohol? ☐ Yes ☒ No
Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: 9/9/2014 - 10/16/2014 (Tue and Thurs only)

Time(s) of Use: 7 : 00 PM - 9 : 00 PM

6. EQUIPMENT

Amount of Equipment Requested: 4 Tables 15 Chairs
All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - Email: _____

Contact Person: _____

Type of Entity: ☐ Public Agency ☐ Non-Profit ☐ Other (Specify) _____

8. VENDORS

List all vendors of the Event: N/A

9. ADVERTISING

Will the event be advertised to the Public? ☒ Yes ☐ No

If yes, by what means?: ☐ Radio ☐ TV ☒ Other Flyers & E-Mail

TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

<input type="checkbox"/>	License Fees	\$ <u>N/A</u>
<input type="checkbox"/>	Custodial Fees	\$ _____
<input type="checkbox"/>	Service Costs	\$ _____
<input type="checkbox"/>	Other Costs	\$ _____

2. Special Conditions of Use: See attached Exhibit A-1

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

Bonnie McBeach
Signature of Authorized Representative

Date: 8/27/14

Bonnie McBeach, President Palm Beach Florida Engineering Society
Printed Name and Title of Authorized Representative

APPROVED BY:

A. Wolf
Director, Facilities Development & Operations Department

Date: 9/8/14

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

Exhibit "A-1"

Special Conditions of Use - Standard License Agreement for Commercial Activity
Palm Beach Chapter of the Florida Engineering Society
09/09/14-10/16/14

1. A minimum of 1 Palm Beach County employee must be in attendance at each class session.
2. Licensee shall allow Palm Beach County employees to participate in the review course at no cost.
3. All fees collected by the Licensee from Participants shall only be: (i) used to cover the costs/expenses regarding the training seminar and/or (ii) placed in the Licensee's scholarship fund.
4. Licensee shall advise on-site security when each class is finished and the Participants are vacating the Premises.
5. No alcoholic beverages shall be sold, used or consumed at the Premises.
6. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
7. Licensee shall not employ alternative electrical power sources without the approval of FDO.
8. Licensee shall be responsible for items left at the Premises by guests, workers, employees or representatives of the Licensee. The County shall not be responsible for items left behind by the Licensee.
9. Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
10. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
11. Licensee shall not post signs, banners, posters or any other displays on or in the Premises or affix decorations to walls or ceilings without the approval of FDO.
12. Licensee shall not employ noise amplification devices unless approved by FDO.
13. Licensee and Participants shall park within parking spaces located in front or to the North of the Building. Under no circumstances is anyone to park in the garage. Parking is available on a first come first served basis.
14. All accidents or incidents occurring on the Premises shall be immediately reported by the Licensee to an on-site uniformed security guard.
15. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

"This event is not sponsored by or affiliated with Palm Beach County"
16. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SD

DATE (MM/DD/YYYY)

08/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101		Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FLORI-1	FAX (A/C, No):
INSURED Florida Engineering Society, Inc., & Florida Institute of Consulting Engineers 125 S. Gadsden Street Tallahassee, FL 32302		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Insurance Company		22357
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		84SBWLW6359	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	PROFESSIONAL LIAB EXCL						PERSONAL & ADV INJURY \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COM/OP AGG \$ 4,000,000	
A	AUTOMOBILE LIABILITY	X		84SBWLW6359	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
<input checked="" type="checkbox"/> HIRED AUTOS								
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			84SBWLW6359	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000	
	DEDUCTIBLE							
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A		84WBGBT0360	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: PE Exam Refresher Course at the Palm Beach County Government Building,
2300 N Jog Road, West Palm Beach, FL 33411 for the Palm Beach Chapter - When
required by written contract: Palm Beach County Board of County
Commissioners, a political subdivision of the State of Florida, its
officers, employees, and agents c/o Facilities Development & Operations

CERTIFICATE HOLDER**CANCELLATION****PALM**

Palm Beach County
301 North Olive Avenue
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

NOTEPAD:

HOLDER CODE **PALM**
INSURED'S NAME **Florida Engineering Society,**

FLORI-1
OP ID: SD

PAGE **2**
DATE **08/21/14**

Management are included as additional insured for above coverages except WC.

**STANDARD LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into 10-3-14, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and South Florida Fair & Palm Beach County Expositions, Inc., a Florida not for profit corporation hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, County is the owner of the real property and/or improvements described on the Application; and

WHEREAS, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and 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 permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

1. Premises

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties ("the Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, three years from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee Waiver**

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **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 result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **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 and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees 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. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

Licensee assures and certifies that it shall comply with Title VII 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, marital status, familial status, sexual orientation, disability, gender identity or expression or genetic information with respect to their use of the Premises.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

Except during the periods of use by Licensee, County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case 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, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$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 Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization

endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with 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 ten (10) 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 License Agreement. 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 License Agreement, County shall have the right of injunction, or County may immediately terminate this License 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.

In the event of loss or damage to the Premises, 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.

12. Utilities

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. Rules of Premises

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. Subcontracting

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License 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. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices 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, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by 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 hereby designate the following addresses as the 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:

FDO Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

(b) If to the Licensee at:

South Florida Fair & PBC Expositions, Inc.
Attn: Richard Vymlatil, President/CEO
9067 Southern Blvd.
West Palm Beach, FL 33411
Fax: (561) 790-5246

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **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 LICENSE AGREEMENT.

19. **Governing Law and Venue**

This License 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.

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

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

22. **Palm Beach County Office of the Inspector General**

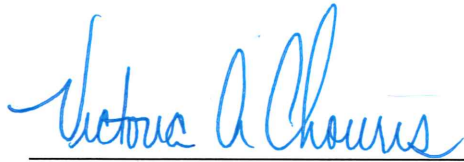
Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**

No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

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

WITNESS:



Witness Signature

Victoria A. Chouris

Print Witness Name

LICENSEE:

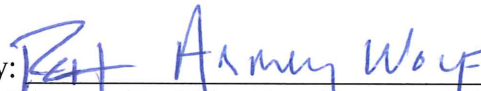
**SOUTH FLORIDA FAIR & PALM BEACH
COUNTY EXPOSITIONS, INC.**, a Florida not
for profit corporation

By: 

Richard J. Vymlatil, President/CEO


COUNTY:

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida

By: 

Director, Facilities Development & Operations

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

G:\PREM\PM\License Agreement\So FL Fair Parking 2014-17\License Agreement.hf app 9-5-2015.docx

Exhibit "A"
APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbcgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0215
Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT

Name of Applicant: Richard Vymlatil, President/CEO

Name of Organization/Licensee: So Florida Fair and PB County Expositions Inc.

Address: 9067 Southern Blvd. West Palm Beach, FL 33411

Telephone: (561) 790-5204

Email: Rick@southfloridafair.com

Name and Title of Authorized Representative: Rick Vymlatil, President/CEO

Type of Organization: Public Agency ☐ Non-Profit ☒ Other (Specify) ☐

2. REQUESTED PROPERTY

Name and Address of Property Requested (Include property address, name of Facility, room or area requested, as applicable): 9620 Process Drive - vacant parcel west of Stockade

3. USE

Nature of Use (Please check one): Training ☐ Educational ☐

Recreational ☐ Meeting ☐ Non-Profit Event ☒ Other ☐

Does Use include the sale of Goods and/or Services? Yes ☐ No ☒

Will User charge an Admission Fee and/or Participation Fee? Yes ☐ No ☒

Amount to be charged for Admission Fee and/or Participation Fee: N/A

Detailed Description of the Nature and Purpose of Use: Offsite parking for annual South Florida Fair event 2015/2016 & 2017

4. FOOD AND BEVERAGE

Use includes food and/or beverages? Yes _____ No X

Use includes the sale, use or consumption of alcohol? Yes _____ No X

5. DATE

Date(s) of Use: Two days prior and two days past the actual dates of the annual South Florida Fair event for years 2015, 2016 and 2017

Time(s) of Use: 7:00 A.M. – 1:30 A.M.

6. EQUIPMENT

Amount of Equipment Requested: Tables N/A Chairs N/A

All equipment contained or used within the property is subject to approval by FDO.

Portable self-contained lighting and portable toilets, provided by Licensee.

7. ADDITIONAL USERS

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals): NONE

Organization Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Status: Non Profit _____ Profit _____ Other _____ (Explain)

Contact Person: _____

8. VENDORS

List all vendors of the event: None

9. ADVERTISING

Will the event be advertised to the public? Yes X No

If yes, by what means?: Radio X TV X Internet X Other Newspaper

TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

<u>n/a</u>	License Fees	\$ <u> </u>
<u>n/a</u>	Custodial Costs	\$ <u> </u>
<u>n/a</u>	Service Costs	\$ <u> </u>
<u>n/a</u>	Other Costs	\$ <u> </u>

2. Special Conditions of Use: See attached Exhibit A-1

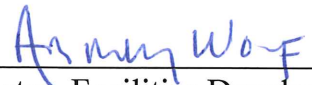
By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.



Signature of Authorized Representative
Richard J Vymlatil, President/CEO

Date: 10-6-14

APPROVED BY:



Director, Facilities Development & Operations Department

Date: 10/9/14

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

Exhibit "A-1"

Special Conditions of Use

1. Used only for overflow public parking.
2. Prior to use, Licensee will barricade two driveways from the unimproved parcel to the improved Video Visitation Center and park in a manner that prohibits cross traffic between the two.
3. When in use, PBSO will provide traffic control and Licensee's parking management company will provide onsite staffing.
4. After each use, Licensee will clear the parcel of debris, trash, restored to its pre-use condition, and secured.
5. Licensee will be responsible for preparing the parcel prior to use.
6. Licensee will be responsible for maintenance and security of the parcel during the licensed use periods.

**STANDARD LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into Oct. 10, 2014, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Everglades Golden Retriever Rescue, Inc., hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, County is the owner of the real property and/or improvements described on the Application; and

WHEREAS, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and 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 permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

1. Premises

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **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 result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **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 and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees 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. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

Licensee assures and certifies that it shall comply with Title VII 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, marital status, familial status, sexual orientation, disability, or gender identity and expression, or genetic information with respect to their use of the Premises.

8. Surrender of Premises

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. Maintenance and Repair

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. Indemnification of County

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case 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, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. Insurance

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$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 Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with 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 ten (10) 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 License Agreement. 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 License Agreement, County shall have the right of injunction, or County may immediately terminate this License 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.

In the event of loss or damage to the Premises, 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.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License 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. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices 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, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by

personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by 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 hereby designate the following addresses as the 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:

FDO Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

(b) If to the Licensee at:

Hermine Scolnik, President
Everglades Golden Retriever Rescue, Inc.
1530 W Boynton Beach Blvd., #4335
Boynton Beach, FL 33424

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **WAIVER OF JURY TRIAL**

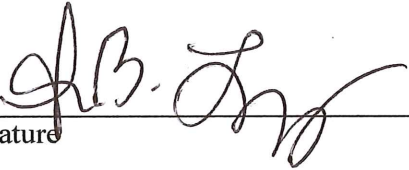
THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**
This License 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.
20. **Recording**
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.
21. **Time of Essence**
Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.
22. **Palm Beach County Office of the Inspector General**
Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
23. **No Third Party Beneficiary**
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

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

WITNESS:

LICENSEE:

By: 
Signature

Jane B. Lipson
Printed Name

By: 
Signature

Hermine S. Scolnik
Printed Name

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida

By: 
Director, Facilities Development & Operations 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

**APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)

PBCFacilityUsePermit@pbcgov.org

2633 Vista Parkway

West Palm Beach, FL 33411-5603

ATTN: Director

Telephone: 561-233-0220 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT

Name of Applicant: Hermine Scolnik

Name of Organization/Licensee: Everglades Golden Retriever Rescue, Inc.

Address: 1530 W Boynton Beach Blvd., #4335

City: Boynton Beach

State: FL Zip: 33424

Phone: (561) 638 - 6297 Email egrrpres@gmail.com

Name of the Authorized Representative : Hermine Scolnik, President

Type of Entity: ☐ Public Agency ☒ Non-Profit ☐ Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: Animal Care and Control (Classroom)
(Please include room or area requested)

Address: 7100 Belvedere Road

City: West Palm Beach

State: FL Zip: 33411

3. NATURE OF USE: (Please check one)

☒ Training ☐ Educational ☐ Recreational ☐ Meeting
☐ Non-profit Event ☐ Other CPR for pets

Does Use include the sale of Goods and/or Services? ☒ Yes ☐ No

Will User charge an Admission Fee and/or Participation Fee? ☒ Yes ☐ No

TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

<input checked="" type="checkbox"/>	License Fees	\$	0.00
<input type="checkbox"/>	Custodial Fees	\$	
<input type="checkbox"/>	Service Costs	\$	
<input type="checkbox"/>	Other Costs	\$	

2. Special Conditions of Use: See attached Exhibit A-1

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.


Signature of Authorized Representative

Date: 9/8/14

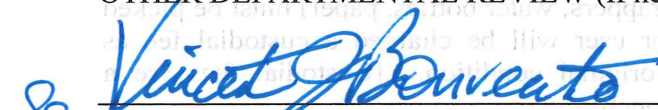
Hermine S. Scolnik President
Printed Name and Title of Authorized Representative

APPROVED BY:


Director, Facilities Development & Operations Department

Date: 10/9/14

OTHER DEPARTMENTAL REVIEW (If necessary):


Signature of Director of Department

Date: 9/25/14

EXHIBIT "A-1"

Special Conditions of Use for Application for Use of Palm Beach County-Owned Property for Commercial Activities Everglades Golden Retriever Rescue, Inc.

1. Licensee shall allow a minimum of one (1) employee of the Division of Animal Care and Control to participate in the training seminar at no cost. In the event registration numbers reach thirty (30) paying participants then an additional employee of the Division of Animal Care and Control will be permitted to participate in the training seminar at no cost.
2. All foods will be pre-packaged foods only.
3. Applicant acknowledges that there is an inherent risk in serving/providing food to persons known and unknown and that the Society will exercise reasonable food safety precautions including food handling, preparation and storage safety precautions such as those listed on the following FDA and USDA websites:
<http://www.fda.gov/Food/ResourcesForYou/Consumers/ucm255180.htm>,
http://www.fsis.usda.gov/Fact_Sheets/Barbecue_Food_Safety/index.asp,
http://www.fsis.usda.gov/Fact_Sheets/Safe_Food_Handling_Fact_Sheets/index.asp.
Society shall take reasonable measures to warn invitees and guests with food allergies concerning the potential presence of allergens. Applicant assumes all risks associated with the service of food including food allergies, contamination and other risks inherently associated with serving food products. Applicant shall make sure that the premise is properly cleaned and that any food/beverages that are not consumed are properly disposed of.
4. The Premises and adjacent areas shall be returned to its original condition. User will be charged for any clean-up required and not accomplished by User as determined by Facilities Management. Trash and debris (wrappers, water bottles, paper) must be picked up and placed in appropriate receptacles or user will be charged a custodial fee as necessary for restoring the facility to its original condition. [Custodial fees are a minimum of \$54.60 (2 hours @ \$27.30 per hour)].
5. No alcoholic beverages shall be sold, used or consumed at the Premises.
6. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
7. Licensee shall not employ alternative electrical power sources without the approval of FDO.
8. Licensee shall be responsible for items left at the Premises by guests, workers, employees or representatives of the Licensee. The County shall not be responsible for items left behind by the Licensee.

9. Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
10. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
11. Licensee shall not post signs, banners, posters or any other displays on or in the Premises or affix decorations to walls or ceilings without the approval of FDO.
12. Licensee shall not employ noise amplification devices unless approved by FDO.
13. In the event there is an emergency, dial 911 and then follow-up by contacting an on-site County Staff member of the County's Division of Animal Care and Control. In the event that there is an accident/injury that occurs at the facility that does not warrant a call to 911, then such accident/injury shall be immediately reported by the Licensee to an on-site County Staff member of the County's Division of Animal Care and Control. In the event a County Staff member is not available, such accident/injury shall be immediately reported by the Licensee to the County's Division of Facilities Management North County Region at 561-776-2051.
14. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

"This event is not sponsored by or affiliated with Palm Beach County"

15. Licensee shall obtain from all participants prior to each participant participating in the Everglades Golden Retriever Rescue, Inc. training program, executed Participation Release, Indemnification and Assumption of Risks Agreements, in the form attached hereto as "**Attachment 1**", and shall provide them to the Animal Services Coordinator at the Division of Animal Care and Control on or prior to the commencement date of such training program.
16. User/Licensee acknowledges that the activity is for: (i) the purpose of promoting community interest and welfare and (ii) that User/Licensee will not realize a profit based on its use.
17. Licensee has agreed to a 50/50 split of the fees with Palm Beach County Fire Rescue. Licensee's fees will cover the costs for providing the program and the split with Fire Rescue is for oxygen masks for pets.
18. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

Attachment "1"

**PARTICIPANT RELEASE, INDEMNIFICATION AND
ASSUMPTION OF RISKS AGREEMENT**

I, _____, enter into this Participant Release, Indemnification and Assumption of Risks Agreement (the Agreement) as a condition of, and in consideration for, being permitted to participate in training classes, activities or events (the "Training") held by **Everglades Golden Retriever Rescue, Inc. a Florida Non Profit Corporaton,** at the Palm Beach County-owned property, located at **7100 Belvedere Road, West Palm Beach, Florida** ("the Facility"), on **October 18, 2014** during the period of time from **9:00 am to 4:00 pm.**

Release and Indemnification: I hereby release, hold harmless, indemnify and agree not to sue the County from and for any and all claims, liabilities, damages of any kind, attorney's fees, costs and causes of action of any nature whatsoever, foreseen or unforeseen, now existing or hereafter accruing, including but not limited to personal injury, illness, death and property damage, which may arise directly or indirectly from my participation in, observation of, or attendance at, the Training, whether caused, in whole or in part, by me, any student, invitee, or third-party, or by the County whether based on premises liability, strict liability or negligence of any kind, or one other cause of action whatsoever, including but not limited to claims relating to the County's maintenance, operation, supervision, instruction and/or emergency response at, of, or relating to, the Training or the Facility, or by any other cause whatsoever.

Assumption of Risks: I understand, accept, and expressly assume in full all risks relating to the participation in the Training and/or the Facility, whether known or unknown, inherent or not inherent, anticipated or unanticipated. The County shall not be responsible for any such injury, illness, death or property damage.

This Agreement is intended to be a complete release and indemnification in favor of the County to the greatest extent allowed by law, and I am knowingly giving up substantial rights. Any reference to the "County" in this Agreement shall mean Palm Beach County, a political subdivision of the State of Florida, its officers, officials, employees, agents, representatives, participants and contract instructors, in their official and personal capacities, and their respective heirs, successors and assigns. I am legally competent to sign this Agreement. This Agreement shall be binding on me and my heirs, assigns, executors, legal representatives and anyone else claiming through me. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full legal force and effect. This Agreement shall survive after the Training and the time duration set forth above. This Agreement shall be governed by the laws of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I HEREBY AFFIRM, STIPULATE, REPRESENT, WARRANT AND AGREE TO ALL THE STATEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Name of Participant (please print)

Address of Participant

Signature of Participant Date

Witness

Witness



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Prince Associates Inc. 270 Duffy Avenue Suite D Hicksville NY 11801	CONTACT NAME: Linda Godnick PHONE (A/C No. Ext): (516) 822-6550 FAX (A/C No.): (516) 822-6564 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of Nonprofits for Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Everglades Golden Retriever Rescue Inc 1530 W Boynton Beach Blvd #4335 Boynton Beach FL 33424	NAIC #

COVERAGES**CERTIFICATE NUMBER:** Palm Beach County**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			2014-39315	3/17/2014	3/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents c/o Facilities Development & Operations Department are Additional Insureds with respects to the CPR for Pets class being held in the Animal Care & Control Facility classroom on October 18, 2014.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County
301 North Olive Avenue
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Godnick/LINDA

Linda Godnick

POLICY NUMBER: 2014-39315

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.