

## SHORT-TERM LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between MGF Properties, Inc., a Florida for-profit corporation, whose address is 17401 Perdido Key Drive, Pensacola, Florida 32507 (Licensee), and Escambia County, a political subdivision of the state of Florida acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Licensor).

WITNESSETH:

WHEREAS, Licensee is hosting at its Flora-Bama Lounge and Oyster Bar a public concert featuring Kenny Chesney, more commonly known as the Flora-Bama-Jama; and

WHEREAS, Licensee has requested and Licensor has agreed to allow Licensee to use its property at 12950 Gulf Beach Highway, Escambia County, Florida, more commonly known as Baars Field, for free public parking for persons who wish to attend the Flora-Bama-Jama;

NOW, THEREFORE, for the reasons set forth herein and other and good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Property. Licensor licenses to Licensee the use of that certain property, located at 12950 Gulf Beach Highway, commonly known as Baars Field, as shown in the attached Exhibit A (Property).
2. Term. The term of this Agreement shall be for two (2) days, August 16 and 17, 2014, unless terminated for cause or convenience at the will of the Licensor.
3. Use of the Property. Licensee shall use the Property on August 16, 2014 only for the purpose of public parking in conjunction with Licensee's Flora-Bama-Jama concert. Licensee shall use the Property on August 17, 2014 only for the purpose of removing trash and debris and restoring the Property to its original condition.
4. License and Parking Fees. No license or parking fees are contemplated in this Agreement. Licensor agrees to make the Property available for public parking without charge to the Licensee, and Licensee agrees not to charge or collect from members of the public any fee for parking on the Property.
5. Condition, Control, and Restoration of the Property. Licensee shall maintain the Property in a neat, safe, and orderly condition, and promptly correct any situation that would reasonably be perceived to represent a danger or hazard to persons or the Property. Licensee accepts this Property "as is" and Licensor makes no warranties regarding suitability of the Property for Licensee's use. Licensee shall provide, at its

expense, at least six (6) parking attendants to direct and control traffic and parking and at least two (2) off-duty deputy sheriffs to provide security services. The parking attendants and deputy sheriffs shall be present on the Property before any member of the public is allowed to enter and park, and they shall remain as long as vehicles are parked on the Property. Licensee shall not permit any vehicle to remain parked on the Property after August 16, 2014. At the conclusion of the Flora-Bama-Jama, Licensee shall remove all trash and debris from the Property and promptly restore the Property to its original condition.

6. Indemnification. Licensee agrees to hold harmless, indemnify, and defend the Licensor, including its subsidiaries and affiliates, its consultants, agents, volunteers, elected and appointed officers, and employees, from any and all claims, suits, actions, damages, expenses in connection with the loss thereof, and costs of suit, including attorneys' fees and paralegals' fees, for any expenses, damages, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss or use thereof, including environmental impairment, arising out of the Licensee's use of the Property or otherwise arising out of this Agreement. Licensee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Licensee agrees to pay on behalf of Licensor, as well as provide a legal defense for Licensor, both of which shall be done only if and when requested by Licensor, for all claims made. Such payment on behalf of Licensor shall be in addition to any and all other legal remedies available to Licensor and shall not be considered to be Licensor's exclusive remedy.

7. Insurance. Licensee shall procure and maintain the following described insurance, except for coverages specifically waived by the Licensor. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims that may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the Licensee, its employees, or contractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable, or any other member of the public who accesses the Property during the term of this Agreement.

These insurance requirements shall not limit the liability of the Licensee. The Licensor does not represent these types or amounts of insurance to be sufficient or adequate to protect the Licensee's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Licensee's insurance policies shall be endorsed to name Escambia County as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the Licensee's acts or omissions; or the acts or omissions of those acting on the Licensee's behalf in the performance of the Licensee's ongoing operations. Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the Licensee waives its right of recovery against the Licensor, to the extent permitted by its insurance policies.

Insurance required of the Licensee or any other insurance of the Licensee shall be considered primary, as may be applicable to claims that arise out of the Indemnity and Hold Harmless, Insurance, Certificates of Insurance and any Additional Insurance provisions of this Agreement.

- **Commercial General Liability Coverage - Occurrence Form Required.** Commercial General Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.
- **Automobile Coverage.** Automobile Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.
- **Workers' Compensation Coverage.** Workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident/\$100,000 each employee/\$500,000 policy limit for disease. The Licensee shall also purchase any other coverage's required by law for the benefit of the employees.
- **EVIDENCE/CERTIFICATES OF INSURANCE.** Required insurance shall be documented in Certificates of Insurance which reflect Escambia County as certificate holder, and provided to Michael Watts, Risk Manager, P.O. Box 1591, Pensacola, Florida 32597-1591, on or before August 14, 2014. The certificate shall also include that the policy/policies is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to Escambia County as least 15 days prior to coverage renewals.

If requested by the Licensor, the Licensee shall furnish complete copies of the Licensee's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Licensor, or by any of its representatives, that indicate less coverage than required does not constitute a waiver of the Licensee's obligation to fulfill the insurance requirements herein.

8. Notices. Notices to Licensor and Licensee under this Agreement will be addressed, mailed, or delivered to the following:

TO LICENSOR:

County Administrator or designee  
Escambia County, Florida  
221 Palafox Place  
Pensacola, Florida 32502

TO LICENSEE:

MGFB Properties, Inc.  
Cameron S. Price, Registered Agent  
17401 Perdido Key Drive  
Pensacola, Florida 32507

With a copy to:

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

9. Right of Entry. Licensor, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property as long as such entry does not interfere with the Licensee's use of the Property.

10. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, ordinances, policies, and other governmental regulations applicable to the Property and its proposed use.

11. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the license of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by Licensor and Licensee after the date of this Agreement. Licensee acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. This Agreement shall not be assigned by either party.

12. Miscellaneous. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.

If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions.

This Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

LICENSOR:

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

(SEAL)

LICENSEE:

**MGFB PROPERTIES, INC.**

By: \_\_\_\_\_  
John M. McInnis, III, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by John M. McInnis, III, as President of MGFB Properties, Inc. He is ( ) personally known to me, or ( ) has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)



**Baars Field**

12950 Gulf Beach Hwy

**Exhibit A**

Baars Field Athletic Park is comprised of five fields that are not currently being used by any Youth Athletic Association. The facility can provide room for parking as requested. In the future, it can be used for youth athletic practices and/or public recreation