

NON-EXCLUSIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Agreement) is made and entered into this ____ day of _____, 2018 by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County), and Northwest Florida Modelers, Inc., a Florida corporation not-for-profit, whose address is P. O. Box 37702, Pensacola, Florida 32526 (NWFM).

1. ACCESS TO THE PROPERTY. The County grants to NWFM the non-exclusive right to enter upon the real property known as the Fritz Field, more particularly described in those documents recorded in Official Record Book 3555 at Page 866 and Official Record Book 3869 at Page 979 of the public records of Escambia County, Florida, with access over Jamesville Road (the Property).

NWFM shall access the Property through the gates on Jamesville Road and travel along a dirt road to the north end of the Property. The County grants the right to use the north end of the Property and the borrow pond located at the northeast corner of the Property. NWFM shall provide a chain and lock to be attached to the County's chain and lock so that either party can independently access the Property.

2. TERM. The duration of this Agreement is for three (3) years, unless it is extended by mutual consent. This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

3. USE. NWFM shall use the Property only for operating radio-controlled models, meetings, clinics, demonstrations, and other related and incidental activities. However, no person shall operate any radio-controlled model on the Property unless that person is a current member in good standing of NWFM. NWFM shall restrict operation times to 8:15 a.m. until sunset, whichever occurs first. Operation of all radio-controlled models on the Property shall be done in a manner that is safe. All operations must remain within the confines of property boundaries. Operation of any radio-controlled model exceeding 75 dB at the property boundary line is strictly prohibited. Operations shall be prohibited on the following holidays: Fourth of July, Thanksgiving Day, and Christmas Day. NWFM shall provide rules and regulations reflecting the content of this Agreement to all members using the Property. NWFM shall create by-laws governing its membership. The rules and regulations must contain a process to address violations of the same. A copy of the rules and regulations and by-laws shall be provided to the County Administrator or designee prior to the beginning of the Agreement. NWFM shall provide the County with a copy of any notice of violation or other disciplinary action taken pursuant its rules, regulations, and/or by-laws.

4. SPECIAL EVENTS. The NWFM shall notify the County in advance and request that operations exceed allotted time of 8:15 a.m. until sunset, whichever occurs first. Special Event request shall be limited to no more than three (3) times per year and will require approval by the County.

5 IMPROVEMENTS AND SIGNS. NWFM shall obtain written approval of the County Administrator before making any alterations to the Property. Any improvements approved by the County Administrator shall become the property of the County if the improvements remain on the Property when this Agreement is terminated. NWFM shall not erect any signs or other advertisement or notices on the Property without the prior written approval of the County Administrator.

6. INSURANCE. NWFM shall provide commercial general liability insurance with per occurrence and aggregate liability limits of at least \$1,000,000, including coverage for bodily injury, property damage, personal injury, and contractual liability. All liability coverage shall be through insurance carriers licensed to do business in the State of Florida and maintaining a secure financial strength rating from A.M. Best. All insurance shall not be subject to cancellation or modification in coverage without the insurer providing not less than 30 days prior written notice to the County. Prior to the beginning of the term of this Agreement, NWFM shall provide the County with Certificates of Insurance that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" by endorsement to the policy and the certificate holder. Certificates of Insurance shall be satisfactory to the County. No provision of this Agreement shall be construed, or in any way is intended to be construed, as a waiver of the County's sovereign immunity or any other limitation of liability of the County. NWFM agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of NWFM shall be primary to any insurance or self-insurance carried by the County. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

7. HOLD HARMLESS AND INDEMNIFICATION. NWFM shall indemnify and hold harmless the County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this Agreement or NWFM's use or occupancy of the Property. NWFM's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

8. TERMINATION. This Agreement is personal to NWFM and shall not be assigned or transferred. The County may terminate this Agreement on ten days written notice to NWFM at the following address: P. O. Box 37702, Pensacola, Florida 32526. NWFM shall notify the County in the event it wishes to relinquish its rights under the Agreement by written notice sent to: County Attorney's Office, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. This Agreement shall automatically terminate if the County sells or conveys all or a portion of the Property.

9. DISCLAIMER. NWFM acknowledges that the Property is a closed landfill and specifically agrees that it will enter and exit along the dirt road designated on Exhibits A and B and will utilize only those portions of the Property outlined on Exhibits A and B, including the northeast borrow pond. The County does not warrant or represent that the Property is safe or suitable for the purpose for which NWFM is permitted to use it, and NWFM assumes all risks in its use.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement shall be of any force or effect. This agreement terminates and replaces all prior agreements. Any amendments, modifications, additions, or alterations of the Agreement shall be in writing executed with the same formalities as the Agreement.

11. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to NWFM and its use of the Property and those for the correction, prevention, and abatement of nuisances, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Property.

12. MISCELLANEOUS. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law. The Agreement shall be construed in accordance with the laws of the State of Florida, and venue for any legal proceeding shall be in Escambia County, Florida. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both NWFM and the County. The County and NWFM acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement. Nothing contained in the Agreement shall be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and NWFM. The Agreement shall not be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement.

THIS SPACE INTENTIONALLY BLANK

SIGNED, SEALED, AND
DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Jeff Bergosh Chairman

Deputy Clerk

Approved as to form and legal
sufficiency.

BCC Approved: _____

By/Title: McCrainford AEA
Date: 8/7/18

Witness: Michael Rhodes
Print Name: Michael Rhodes

Northwest Florida Modelers, Inc.

Witness: Ryan Driscoll
Print Name: Ryan Driscoll

[Signature]
By: NWFM, President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of August,
2018, by Charles McMahon, as President of Northwest Florida Modelers,
Inc., who is personally known to me, or has produced FDOL# 11355-150-68-368-0
as identification.

(Notary Seal)

[Signature]
Signature of Notary Public
Ryan Driscoll
Printed Name of Notary Public

