

REVOCABLE LICENSE AGREEMENT

ISSUED BY THE

CITY OF MIAMI

TO

MIAMI ROWING AND WATERSPORTS CENTER, INC.

FOR THE OCCUPANCY OF THE PROPERTY

LOCATED AT 3601 RICKENBACKER CAUSEWAY

MIAMI, FLORIDA

TABLE OF CONTENTS

	<u>PAGE</u>
1. Recitals.....	1
2. Definitions.....	1
3. This Agreement Confers No Exclusive Possession of the Property.....	3
4. Permitted Uses.....	3
5. Program Operators.....	4
6. Manner of Property Use.....	5
7. Term.....	5
8. Automatic Termination.....	5
9. Cancellation by Request of Either of the Parties Without Cause.....	5
10. This License Agreement is Not Assignable.....	6
11. Use Fee.....	6
12. Prior-Year's Percentage Fees.....	6
13. Additional Percentage Fee.....	7
14. Financials.....	9
15. Returned Check Fee.....	10
16. Late Payments.....	10
17. Security Deposit.....	11
18. Taxes.....	12
19. Condition of the Property and Maintenance.....	12
20. Alterations, Additions or Replacements.....	12
21. Construction Liens.....	13
22. Licenses, Authorizations and Permits.....	13
23. No Liability.....	14
24. No Claim to Assets or Rights of Licensee.....	14
25. Compliance With Laws.....	14
26. Additional Expenses.....	15
27. Indemnity, and Hold Harmless.....	15
28. Insurance.....	16
29. Safety.....	17
30. Americans With Disability Act.....	18
31. City Access To Property.....	18
32. Public Records.....	19
33. Nondiscrimination.....	19
34. No Discrimination in Hiring.....	19
35. Conflict of Interest.....	19
36. Waiver of Jury Trial; Attorney's Fees.....	20
37. Notices.....	20
38. Advertising.....	21
39. Waiver.....	21
40. Ownership Of Improvements.....	22
41. Surrender Of Property.....	22

42. Compliance with Environmental Laws.....	23
43. Invalidity.....	23
44. Time of Essence.....	23
45. No Interpretation Against Draftsmen.....	23
46. Further Acts.....	23
47. Litigation.....	23
48. Third Party Beneficiary.....	24
49. No Partnership.....	24
50. Amendments and Modifications.....	24
51. Miscellaneous.....	24
52. Entire Agreement.....	24
53. Radon Gas.....	24
54. Authority.....	25

Exhibit A: Property

Exhibit B: Manner of Property Use

REVOCABLE LICENSE AGREEMENT

This revocable license agreement ("Agreement") is entered this 16 day of December, 2011, (but is effective as of the Effective Date as hereinafter defined) by and between the City of Miami, a municipal corporation of the State of Florida (the "City"), and Miami Rowing and Watersports Center, Inc. ("Licensee"), a nonprofit organization under the laws of the State of Florida.

RECITALS

WHEREAS, the City and Licensee desire and intend to enter into a revocable license agreement; and

WHEREAS, this Agreement is not assignable; and

WHEREAS, this Agreement is revocable at-will by the City and without the consent of the Licensee; and

WHEREAS, this Agreement does not transfer an interest in real property including any leasehold interest in real property owned by the City; and

WHEREAS, this Agreement does not confer a right to use any real property for any general purposes; and

WHEREAS, this Agreement does not convey or transfer any right to exclude the City from any real property; and

WHEREAS, this Agreement permits only certain, enumerated, specific and listed permitted uses and does not permit anything further; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated and made a part of this Agreement.

2. Definitions.

- a) "Additional Percentage Fee" is 12% of Gross Revenues from Licensee's operations, which includes those operations by Program Operators that enter into agreements with Licensee to provide the activities outlined in Section 4 of this Agreement.
- b) "City Manager" is the City Manager for the City of Miami.
- c) "City-sponsored Event" shall mean an event sponsored by the City on the Property.

- d) "City's Use Fee" is the monthly fee that Licensee pays to the City, as the case may be, for the use of the Property.
- e) "Director" shall mean the Director of the Department of Parks and Recreation for the City of Miami.
- f) "Effective Date" shall be October 1, 2010.
- g) "Environmental Laws" means all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.
- h) "Permitted Uses" means Licensee shall occupy and use the Property primarily for water recreational and educational opportunities as more particularly described in Section 4.
- i) "Program Operators" shall be other entities that provide activities at the Property pursuant to an agreement with Licensee to provide activities and services as permitted pursuant to Section 4 entitled "Permitted Uses". The City shall not be included in the definition of "Program Operator".
- j) "Property" shall mean 149,700 square feet or 3.44 acres of City-owned real property, located at 3601 Rickenbacker Causeway, Miami, Florida, as more particularly shown and described in the survey found in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.
- k) "Special Event" shall mean activities at the Property which exceed the scope of the regular program activities conducted at the Property and outlined in Section 4 and Exhibit B of this Agreement.

3. **This Agreement Confers No Exclusive Possession of the Property.**

This Agreement confers no exclusive possession of the Property. The Licensee cannot exclude the City from the Property.

This Agreement solely authorizes Licensee to the temporary use of the Property for the limited purposes set forth herein and for no other purpose. The parties hereby agree that the provisions of this Agreement do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on the Property and to use the Property, subject to the terms of this Agreement. The City retains dominion, possession and control of the Property. Therefore, no lease interest in the Property is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this Agreement or its use of the Property hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of any expenditure of funds by the Licensee for improvements, construction, repairs, partitions, or alterations to the Property which may be authorized by the City.

4. **Permitted Uses.**

Subject to existing zoning and other governmental restrictions and the issuance of this Agreement, this Agreement authorizes the Licensee to occupy and use the Property primarily for public water recreational and educational activities, which activities may include rowing, kayaking, paddling, group and individual instruction, lectures, clinics, classes, camps, together with associated ancillary uses, and for no other purpose whatsoever (the "Permitted Use"). Receptions, conferences, meetings, socials, and any other Special Events being held at or around the Property will be permitted via parks use permit only. The use of jet skis and motorized vessels is strictly prohibited (The only exception is when a motorized vehicle (non-jet ski) is used as safety boat to accompany kayaks, rowing sculls, or sailboats that are part of these Permitted Uses). No other uses except those provided for in this Section are allowed. Youth (non-adult) residents of the City of Miami shall not be required to obtain a membership in order to participate in the rowing program and other programs.

Licensee shall ensure that the Property and all of Licensee's activities thereon, or resulting from, in connection with or relating to Licensee's use of the Property, shall be available to all segments of the

community including the physically disabled and financially disadvantaged. Licensee shall operate, manage, supervise and administer activities during its use of the Property as an independent contractor and not as an employee of the City. Licensee may request written consent from the Director to use the Property for any other use, but shall not be authorized to use the Property for that use until Licensee has received the written consent of the Director, which consent may be conditioned or withheld in the Director's sole discretion.

The sale, distribution and/or consumption of alcoholic beverages at the Property is prohibited unless specifically authorized in writing in advance of the event by the Director in connection with a Special Event and provided that Licensee obtains all required permits, complies with all laws and codes, and provides insurance coverage for liquor liability in a form acceptable to the City and in an amount not less than \$2,000,000 per occurrence.

Licensee shall be authorized to operate concession sales subject to application and approval by the Director whose approval may be conditioned or withheld in his sole discretion; Concession sales may only be authorized during the specific days and hours the licensee operates its programs.

The use of the Property by Licensee shall be conditioned upon approval or a waiver of use by the State of Florida Department of Environmental Protection (DEP) to the City. The City shall promptly give notice to Licensee in the event the waiver is terminated by DEP for said use of the Property. In the event DEP charges the City a state fee for said use, either party may terminate this agreement with thirty (30) days prior written notice in accordance with Section 9 of the Agreement.

5. Program Operators.

Licensee shall be solely responsible for all of its activities during its use at the Property. The Licensee shall be allowed to enter into professional services agreements with Program Operators that wish to provide the activities set forth in Section 4, subject to obtaining the prior written approval of the Director, which approval may be conditioned or withheld in his sole discretion. Licensee's agreements with Program Operators shall include a provision that Program Operators shall comply with the terms and conditions of this Agreement including, but not limited to, the requirement to pay the Percentage Fees in accordance with Section 13 herein and obtain required insurance in accordance with Section 28.

6. **Manner of Property Use.**

Licensee's use of the Property is nonexclusive and Licensee acknowledges that other users may use the Property and shall not conflict with other Property users. Licensee acknowledges and agrees to abide by the terms and obligations as set forth in Exhibit "B" attached hereto and made a part hereof, related to the services to be provided, manner of operation, use areas, and maintenance and utility obligations.

7. **Term.**

This Agreement is revocable-at-will by the City. Unless this Agreement is revoked or terminated as provided in this Agreement, this Agreement shall commence upon the Effective Date and shall expire automatically on September 30, 2015. Provided Licensee is not in violation of the Agreement, Licensee is hereby granted the option to extend this Agreement for one (1) additional five-year (5) renewal option period, upon expiration of the initial License term period under the same terms and conditions of the initial Agreement term upon the mutual consent of both parties. Licensee shall request such renewal in writing no later than ninety (90) days prior to the expiration. Renewal of this Agreement is subject to approval by the City of Miami Commission..

8. **Automatic Termination.**

Licensee and its Program Operators, agree to abide by each and every term and condition of this Agreement. If Licensee violates the terms, restrictions or conditions of this Agreement, then the City may give it ten (10) days written notice within which to cease such violation or correct such deficiencies. Upon Licensee's failure to do so, this Agreement shall be automatically canceled without the need for further action by the City. Notwithstanding this provision or any other provision in this Agreement, this License extended to the Licensee is revocable-at-will by the City, through its City Manager, without the consent of the Licensee.

9. **Cancellation by Request of Either of the Parties Without Cause.**

Either party may cancel this Agreement at any time with thirty (30) days prior written notice to the non-cancelling party.

10. This License Agreement is Not Assignable.

Licensee shall not sell, assign this Agreement, or any part thereof to any other party. The License granted by this Agreement is personal to the Licensee. Any assignment sale or transfer of this Agreement contrary to the foregoing provision, whether voluntary or involuntary, shall be void and shall confer no right upon such assignee, shall constitute a violation under this Agreement, and shall result in an immediate forfeiture of the rights of Licensee hereunder.

11. Use Fee.

Commencing on the Effective Date of this Agreement, and on the first day of each month thereafter during the term of the Agreement, Licensee shall pay to the City a monthly Use Fee of Two Thousand Dollars (\$2,000.00), plus State of Florida State Use Tax, if applicable, for the license to use the City's Property. On October 1, 2015, Licensee's Use Fee shall be increased to Two Thousand Five Hundred Dollars (\$2,500.00). The Use Fee shall be due each month without notice or demand. Payments shall be made payable to "City of Miami" and shall be mailed to 444 S.W. 2nd Avenue, 6th Floor, Finance Department, Attention: Treasury Management/Receipts, Miami, Florida 33130, or such other address as may be designated from time to time from the City Manager. Licensee shall be responsible for any cost associated with its programs operated on the Property, including but not limited to, security, equipment, and insurance during its operating hours.

12. Prior-Years' Percentage Fees.

The City asserts a claim against Licensee for outstanding percentage fees, currently past due, in a total amount of Thirty-five Thousand Six Hundred Fifty and 22/100 Dollars (\$35,650.22), for Licensee's Fiscal Years 2007, 2008, and 2009 ("Past Due Fees"). Licensee denies any liability in connection with the alleged claim. Both the City and the Licensee wish to reach a full and final resolution of all matters arising out of this claim. This resolution is a material inducement for the City and the Licensee to enter into this Agreement.

12.1 Payment. Licensee covenants to pay to the City, on the first day of each month commencing June 1, 2011 for a period of fifty-two (52) months, a monthly payment equal to Five Hundred Ninety-four and 17/100 Dollars (\$594.17), for prior-years' percentage fees ("Monthly

Payments”).

12.2 Delayed approval. Should the approval of this Agreement by City Commission occur after June 1, 2011; the Monthly Payments shall commence on the first day of the month immediately following City Commission approval, and shall continue until September 30, 2015.

12.3 Payment Shortfall. There is, contemplated, a shortfall of Four Thousand Seven Hundred Fifty-three and 36/100 Dollars (\$4,753.36) between the Past Due Fees and the Monthly Payments (“Payment Shortfall”), which represents eight (8) monthly payments of Five Hundred Ninety-four and 17/100 Dollars (\$594.17) for the period beginning October 2010 and ending May 2011. Prior to the exercise of the first option to renew this Agreement, Licensee covenants to pay to the City a lump-sum payment equal to the Payment Shortfall. Should, however, the Monthly Payments be subject to delayed City Commission approval, as described in Section 12.2, the Payment Shortfall shall be adjusted to equal the difference, then existing, between the Past Due Fees and total Monthly Payments.

For example: if this Agreement is approved in July 2011, the Monthly Payments shall commence on August 1, 2011, with the last payment due September 1, 2015 (fifty Monthly Payments) for a total of Twenty-nine Thousand Seven Hundred Eight and 52/100 Dollars (\$29,708.50). The Payment Shortfall now equals Five Thousand Nine Hundred Forty-one and 70/100 Dollars (\$5,941.70), i.e. the difference between the Past Due Fees and the total Monthly Payments.

13. Additional Percentage Fee.

In addition to the payment of the Use Fee as provided for in Section 11, commencing on the Effective Date, Licensee and each Program Operator, if applicable, shall pay monthly to the City a fee in the amount of twelve percent (12%) of their respective Gross Revenues derived from their respective use of the Property, plus State of Florida Use taxes, if applicable (hereinafter “Additional Percentage Fee”). On or before the thirtieth (30th) day following the end of each month, Licensee shall remit its and the Program Operator’s Additional Percentage Fees to the City. If the Licensee exercises its option to renew, the Additional Percentage Fee shall be increased to thirteen percent (13%) for the renewal period.

For purposes of this Agreement, the term "Gross Revenues" shall include the following revenue received by Licensee:

- a) all revenue from services, program fees and membership dues;
- b) all revenue derived from advertising and sponsorships conducted on the Property;
- c) all revenue from concession sales;
- d) all other receipts whatsoever of all business conducted in or from the Property;
- e) all revenue from sales and services generated on or from the Property;
- f) all revenue received by Licensee or any business entity or venture which has involvement of Licensee's principals, in connection with the use of the Property, any facility thereon, or any portion thereof for any period of time, including without limitation, special events, regattas, or tournaments, held on the Property, or at Marine Stadium;
- g) all grants, subsidies, rebates, credits or similar benefits received from any federal, state, regional or local body, agency, authority, department or organization which revenues are unrestricted or are to be used for general operating expenses.
- h) all donations and contributions received which revenues are unrestricted or are to be used for general operating expenses.

No deduction shall be allowed for direct or indirect discounts, unless generally offered to employees or the public on a uniform basis.

Gross Revenues shall not include the following:

- a) any amount of any sales, use or gross sales tax imposed by any federal, state or governmental authority directly on sales and collected from customers, provided that the amount is added to the selling price therein and paid by the Licensee to such governmental authority;
- b) collection of insurance proceeds;
- c) monies collected for events that are done for charities wherein the total amount collected is paid to the charitable sponsor or not-for-profit organizations;
- d) all gratuities paid to employees;
- e) any grants, subsidies, credits or similar benefits received from any federal, state, regional or local body, agency, authority, department or organization which revenues

are restricted or for capital expenditures to the Property;

- f) any donations or contributions which revenues are restricted for capital expenditures, including capital improvements for boats and equipment, as approved by the City, to the Property;

Gross Revenues, whether for cash, credit, credit cards or otherwise, shall be recognized in the period the service was provided or sale took place. Payments received in advance are deferred and are recognized as revenue in the period the service is rendered or sale takes place. Grants shall be recorded as income during the period designated by the grants or when the Licensee has incurred expenditures in compliance with the restrictions of the grantor. If a sale is by credit card no deduction shall be allowed for any commission associated with such sale.

Gross Revenues shall be reduced by the amount of any refund made upon any sale in or from the Property, provided said amounts had been previously included in "Gross Revenue," not to exceed the sum so previously included, where the merchandise sold is thereafter returned by the purchaser and accepted by the Licensee, and if such refund is in the form of a credit to customer, such credit shall be included in Gross Revenues when used.

14. Financials.

Within ninety (90) days after the end of its fiscal year, Licensee shall deliver or cause to be delivered to the City of Miami's Director, Department of Public Facilities, whose address is 444 S.W. 2nd Avenue, 3rd Floor, Miami, FL 33130, an audited financial statement for the Licensee's and Program Operators' fiscal year which includes the Licensee's and the Program Operator's gross revenues. Such financial statement shall be prepared by Licensee's accountant, employed respectively at Licensee's and the Program Operator's sole cost and expense. In the event Licensee or a Program Operator is unable to timely submit the audited financial statement and provided Licensee and the Program Operator has commenced and diligently pursued the completion of the audit, Licensee and the Program Operator may request from the Director a thirty (30) day extension to complete the audit which request shall not be unreasonably denied. Said accountant shall attest that such statement is prepared in accordance with generally accepted accounting principles and practices and represents the Gross Revenues, other revenues, if any, for the period indicated therein.

Notwithstanding the above and during the Term described in Section 7 of this Agreement and

for a period expiring three (3) years after the expiration of the Term, at its option, the City may, at its sole cost and expense, audit Licensee and the Program Operator's business affairs, records, files, sales slips and sales tax records in connection with Licensee and the Program Operator's sales on, from or related to the Property for the period covered by any financial statement, report or record furnished to the City.

Licensee and its Program Operators shall allow the City or auditors of the City to inspect all or any part of the source documents and records for the aforesaid monthly reports. Said inspection shall be conducted at the sole discretion of the City. Records shall be available Monday through Friday, inclusive, between the hours of 8:00 AM and 5:00 PM at the Licensee's address provided in Section 36 of this Agreement. Copies requested by the City shall be furnished to the City at no cost.

15. Returned Check Fee.

In the event any check is returned to the City as uncollectible, the Licensee shall pay to the City a returned check fee (the "Returned Check Fee") based on the following schedule:

<u>Returned Amount</u>	<u>Returned Check Fee</u>
\$00.01 - 50.00	\$20.00
\$50.01 - 300.00	\$30.00
\$300.01 - 800.00	\$40.00
OVER \$800	5% of the returned amount.

Such Returned Check Fee shall constitute additional fees due and payable to the City by Licensee, upon the date of payment of the delinquent payment referenced above. Acceptance of such Returned Check Fee by the City shall not, constitute a waiver of Licensee's violations with respect to such overdue amount nor prevent the City from the pursuit of any remedy to which the City may otherwise be entitled.

16. Late Payments.

Licensee hereby acknowledges that late payment by the Licensee to the City of the use fee, percentage fee and other sums due hereunder will cause the City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of the use fee, percentage fee or any other sum due from Licensee shall not be received by

the City within fifteen (15) days after the date on which such sum is due, Licensee shall pay to the City a late charge equal to 5% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of late payment by Licensee. Acceptance of such late charge by the City shall not constitute a waiver of the Licensee's violation with respect to such overdue amount, nor prevent the City from exercising any of its other rights and remedies granted hereunder or at law or in equity.

Any amount not paid to the City within fifteen (15) days after the date on which such amount is due shall bear interest at the rate of 12% per annum from its due date. Payment of such interest shall not excuse or cure any violation by Licensee under this Agreement.

17. Security Deposit

Notwithstanding anything to the contrary, the City shall retain the sum of Seven Hundred Fifty Dollars (\$750.00) from the Revocable License Agreement between the City and Licensee, dated April 27, 2007, as Security for this Agreement (the "Security").

If Licensee is in violation beyond any applicable notice or cure period, the City may use, apply or retain all or any part of the Security for the payment of (i) any fee or other sum of money which Licensee was obligated to pay but did not pay, (ii) any sum expended by City on Licensee's behalf in accordance with the provisions of this Agreement, or (iii) any sum which City may expend or be required to expend as a result of Licensee's violation. Should the City use, apply or retain all or any part of the Security, Licensee shall reimburse the amount used, applied or retained within fifteen (15) days of the City's application of the Security. The use, application or retention of the Security or any portion thereof by the City shall not prevent the City from exercising any other right or remedy provided for under this Agreement or at law and shall not limit any recovery to which the City may be entitled otherwise.

Provided Licensee is not in violation of this Agreement, the Security or balance thereof, as the case may be, shall be returned to Licensee after the expiration date or upon any later date after which Licensee has vacated the Area in the same condition or better as existed on the Effective Date, ordinary wear and tear excepted. Upon the return of the Security (or balance thereof) to the Licensee, the City shall be completely relieved of liability with respect to the Security. Licensee shall not be entitled to receive any interest on the Security.

18. Taxes.

Licensee shall pay before any fine, penalty, interest or costs is added for nonpayment, any and all charges, fees, taxes or assessments levied against the Property [collectively Assessments], its proportionate share of use of the Property and/or against personal property of any kind, owned by or placed in, upon or about the Property by Licensee, including, but not limited to, ad valorem taxes, fire fees and parking surcharges. In the event Licensee appeals an Assessment, Licensee shall immediately notify the City of its intention to appeal said Assessment and shall furnish and keep in effect a surety bond of a responsible and substantial surety that is reasonably acceptable to the City or other security reasonably satisfactory to the City in an amount sufficient to pay one hundred percent of the contested Assessment with all interest on it and costs and expenses, including reasonable attorneys' fees, to be incurred in connection with it. Licensee agrees to pay such Assessments either in lump sum or on an installment plan.

Failure of the Licensee to pay any Assessment or any installment payment thereof shall constitute a violation under this Agreement.

19. Condition of the Property and Maintenance.

Licensee accepts the Property "as is", in its present condition and state of repair condition and without any representation by or on behalf of the City, and agrees that the City shall, under no circumstances, be liable for any latent, patent or other defects in the Property. Licensee shall provide all maintenance to the Property in accordance with Exhibit "B", except roof and structural portions of the building.

20. Alterations, Additions or Replacements.

Except in the event of an emergency, Licensee shall not make any repair without first receiving the written approval of the City Manager or his/her designee, which approval may be conditioned or withheld for any or no reason whatsoever, including a condition to pay additional fees if such alteration will affect the cost of services being provided by the City. If the City approves such request, no repair or alteration shall be commenced until plans and specifications therefore shall have been submitted to and approved by the City Manager or his/her designee.

In the event of an emergency, Licensee shall reasonably proceed to perform such repair work and

shall immediately notify the City of such work.

21. Construction Liens.

The Licensee shall not knowingly suffer or permit any mechanics' liens to be filed against the title to the Property by reason of work, labor, services or materials supplied to the Licensee or anyone having a right to possession of the Property as a result of an agreement with or without the consent of the Licensee. Nothing in this Agreement shall be construed as constituting the consent or request of the City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials, for any specific work on the Property nor as giving the Licensee the right, power or the City to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the City's interest in the Property if any construction lien shall at any time be filed against the Property, the Licensee shall cause it to be discharged of record within thirty (30) days after the date that it has notice of its filing. Licensee shall not be required to pay or discharge any construction lien within the thirty (30) day period, so long as Licensee shall in good faith proceed to contest the lien by appropriate proceedings. It shall furnish reasonably satisfactory evidence that funds are or will be available to pay the amount of the contested lien claim with all interest on it and costs and expenses, including reasonable attorneys' fees to be incurred in connection with it. If Licensee does not 1) cause a mechanics' lien to be discharged of record within thirty (30) days after the date Licensee has notice of the filing of a lien or 2) Licensee does not in good faith proceed to contest the lien by appropriate proceedings within the thirty (30) day period, then Licensee shall be in violation of the Agreement.

22. Licenses, Authorizations and Permits.

Licensee shall obtain, or cause to be obtained, and maintain in full force and effect throughout the term of this Agreement, at its sole expense, all licenses, authorizations and permits that are necessary for Licensee to conduct its public water recreational and educational activities.

Licensee shall be responsible for paying the cost of said applications and obtaining said licenses, authorizations and permits.

23. No Liability.

In no event shall the City be liable or responsible for injury, loss or damage to the property, improvements, fixtures and/or equipment belonging to or rented by Licensee, the Program Operators, their officers, agents, employees, invitees or patrons occurring in or about the Property that may be stolen, destroyed, or in any way damaged, including, without limitation, fire, flood, steam, electricity, gas, water, rain, vandalism or theft which may leak or flow from or into any part of the Property, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Property, or from hurricane or any act of God or any act of negligence of any user of the facilities or occupants of the Property or any person whomsoever whether such damage or injury results from conditions arising upon the Property or upon other portions of the Property or from other sources. Licensee indemnifies the City its officers, agents and employees from and against any and all such claims even if the claims, costs, liabilities, suits, actions, damages or causes of action arise from the negligence or alleged negligence of the City, including any of its employees, agents, or officials.

Licensee further acknowledges that as lawful consideration for being granted the right to utilize and occupy the Property, Licensee, on behalf of himself, his agents, invitees and employees, does hereby release from any legal liability the City, its officers, agents and employees, from any and all claims for injury, death or property damage resulting from Licensee's use of the Property.

24. No Claim to Assets or Rights of Licensee.

By entering into this Agreement, none of the parties are granted any assets, rights, titles or interest to the other's assets, rights, title or interests, except as otherwise set forth in this Agreement.

25. Compliance With Laws.

Licensee and/or its authorized agents agree to comply with all applicable laws, codes (including, but not limited to, the Florida Building Code as it may be amended), ordinances and regulations enacted or promulgated by federal, state, county, and city government including the provisions of the Zoning Ordinance, Charter and Code of the City. Licensee and/or its authorized agents shall also comply with reasonable directives of the City Manager.

26. Additional Expenses.

Under no circumstances will the City be liable for any costs or expenses incurred by Licensee under this Agreement or as a result of its programs or related activities beyond those that are specifically set forth in this Agreement.

27. Indemnity, and Hold Harmless.

This Licensee voluntarily, knowingly, and freely covenants and agrees to indemnify , defend (at its sole cost and expense) and hold harmless, the City , its officials, and employees from all liabilities, suits, debts, actions, claims and causes of action for personal injury, wrongful death, property loss or damage and other causes of action referenced in this section. It is a condition precedent to the issuance of this License that the licensee assumes all civil liability for the licensee's acts, omissions or commissions, and from all claims, suits or actions of any kind whatsoever arising out of or resulting from the issuance of the license, location change, compliance with applicable laws or regulations, or the operations or activities of the licensee and shall, further, hold the city, its officials and employees, harmless for, and defend the City, its officials and/or employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, or the Licensee's use, actions, omissions, undertakings and activities arising by virtue of this Agreement or those of Licensee's officials, employees, invitees, guests, agents or representatives. This indemnity / hold harmless will apply even if it is alleged that the City, its officials and/or employees were negligent. The licensee shall insure that adequate safety precautions are in effect at all times during the term of the permit. This Section obliges the Licensee to defend the City , its officials and employees through competent defense counsel the cost of which shall be paid by the Licensee through administrative , litigation, and appellate proceedings. This required indemnification and hold harmless shall survive the revocation or expiration of the revocable license agreement and shall be included in the license agreement. The licensee voluntarily and knowingly acknowledges that the granting of any such license is sufficient, independent and valuable consideration for the giving of such indemnity, and hold harmless.

28. Insurance.

Licensee, at its sole cost, shall obtain and maintain in full force and effect at all times throughout the period of this Agreement, the following insurance coverage:

I. Commercial General Liability

Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$100,000

Endorsements Required

City of Miami included as an additional insured
Primary Insurance Clause Endorsement
Contingent Liability & Contractual Liability
Premises & Operations Liability

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto/Owned Autos/Scheduled	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 500,000

Endorsements Required

City of Miami included as an additional insured

III. Worker's Compensation

Limits of Liability

Statutory-State of Florida
Waiver of subrogation

Employer's Liability

Limits of Liability

\$500,000 for bodily injury caused by an accident, each accident.
\$500,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

IV. Property Coverage

The licensee shall provide coverage on business personal property against all risk of direct physical loss (special form), and including coverage for windstorm and hail subject to replacement cost valuation with a maximum deductible of \$2,500 all perils, except for 5% on the perils of wind and hail. The certificate should also include coverage for business income including extra expense, and primary flood coverage. City should be listed as loss payee on the property certificate.

V.	Protection & Indemnity Include Jones Act, if applicable	\$1,000,000
VI.	MOLL (If Applicable)	\$1,000,000
VII.	Liquor Liability (If Applicable)	\$1,000,000
VIII.	Umbrella Liability (Excess Follow Form)	
	Each Occurrence	\$1,000,000
	Policy Aggregate	\$1,000,000

City of Miami listed as an additional insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

In the event Licensee shall fail to procure and place such insurance, the City may, but shall not be obligated to, procure and place same, in which event the amount of the premium paid shall be paid by Licensee to the City as an additional fee upon demand and shall in each instance be collectible on the first day of the month or any subsequent month following the date of payment by the City. Licensee's failure to procure insurance shall in no way release Licensee from its obligations and responsibilities as provided herein.

29. Safety.

Licensee will allow City inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections the City, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. Licensee shall have no recourse against the City, its agents, or representatives from the occurrence, non-occurrence or result of such inspection(s). Upon issuance of a notice to proceed, the Licensee shall contact the Risk Management Department at (305) 416-1700 to schedule the inspection(s).

30. Americans With Disability Act.

Licensee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, Licensee shall take affirmative steps to ensure nondiscrimination in employment of disabled persons.

31. City Access To Property.

The City and its authorized representative(s) shall have at all times access to the Property. The City will maintain a complete set of keys to the Property. Licensee, at its sole cost and expense, may duplicate or change key locks to the Property but not until first receiving written approval from the Director for such work. In the event Licensee changes key locks as approved by the Director, Licensee, at its sole cost and expense, must also provide to the City a copy or copies of said keys, if more than one copy is required.

The City shall have access to and entry into the Property at any time to (a) inspect the Property, (b) to perform any obligations of Licensee hereunder which Licensee has failed to perform after written notice thereof to Licensee, Licensee not having cured such matter within ten (10) days of such notice, (c) to assure Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations, (d) to show the Property, to prospective purchasers, Licensees or others, and (e) for other purposes as may be deemed necessary by the City Manager in the furtherance of the City's corporate purpose; provided, however, that City shall make a diligent effort to provide at

least 24-hours advance notice and Licensee shall have the right to have one or more of its representatives or employees present during the time of any such entry. The City shall not be liable for any loss, cost or damage to the Licensee by reason of the exercise by the City of the right of entry described herein for the purposes listed above. The making of periodic inspection or the failure to do so shall not operate to impose upon the City any liability of any kind whatsoever nor relieve the Licensee of any responsibility, obligations or liability assumed under this Agreement.

32. Public Records.

Licensee understands that the public shall have access, at all reasonable times, to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

33. Nondiscrimination.

Licensee represents and warrants to the City that Licensee does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Licensee's use of the Property on account of race, color, sex, religion, age, handicap, marital status or national origin.

34. No Discrimination in Hiring.

In the performance of this Agreement or any extension thereof, Licensee and/or its authorized agents shall not discriminate against any employee or applicant for employment because of sex, age, race, color, religion, ancestry or national origin. Licensee and/or its authorized agents will take affirmative action to insure that minority applicants are employed and that employees are fairly treated during employment without regard to their sex, age, race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

35. Conflict of Interest.

Licensee is aware of the conflict of interest laws of the City (Miami City Code Chapter 2, Article V), Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes, and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto.

Licensee further covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement, has any personal financial interests, direct or indirect, with the City. Licensee further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of Licensee, its employees or associated persons, or entities must be disclosed in writing to the City.

36. Waiver of Jury Trial; Attorney's Fees.

The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City and Licensee entering into the subject transaction. In the event of any litigation between the parties arising out of this Agreement, each party shall bear their own attorney's fees.

37. Notices.

All notices or other communications, which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by hand, telecopy, or registered mail addressed to the other party at the address indicated herein. Such notice shall be deemed given on the day on which hand delivered; faxed or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

If to City of Miami:

City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

With a copy to:

City Attorney
City of Miami
444 SW 2nd Avenue
Suite 945
Miami, Florida 33130

Department of Parks & Recreation
City of Miami
444 SW 2nd Avenue, 8th Floor
Miami, Florida 33130

Department of Public Facilities
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

If to Licensee:

Miami Rowing and Watersports Center, Inc.
Attention: President
3832 Shipping Avenue
Miami, Florida 33146

38. Advertising.

Licensee shall not permit any signs or advertising matter to be placed either in the interior or upon the exterior of the Property without having first obtained the approval of the Director or his/her designee, which approval may be withheld for any or no reason, at his sole discretion. Licensee shall, at its sole cost and expense, install, provide, maintain such sign, decoration, advertising matter or other things as may be permitted hereunder in good condition and repair at all times. Licensee must further obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the City of Miami Code and Zoning Ordinance. Upon the cancellation of this Agreement, Licensee shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other thing permitted hereunder from the Property. If any part of the Property is in any way damaged by the removal of such items, said damage shall be repaired by Licensee at its sole cost and expense. Should Licensee fail to repair any damage caused to the Property within ten (10) days after receipt of written notice from the City directing the required repairs, the City shall cause the Property to be repaired at the sole cost and expense of Licensee. Licensee shall pay the City the full cost of such repairs within five (5) days of receipt of an invoice indicating the cost of such required repairs.

Licensee hereby understands and agrees that the City may, at its sole discretion, erect or place upon the Property an appropriate sign indicating City's having issued this Agreement.

39. Waiver.

Any waiver by either party or any breach by either party of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement, nor shall any failure on the part of the City to require or exact full and complete compliance by Licensee with any of the covenants, conditions or provisions of this Agreement be construed as in any manner changing the terms hereof to prevent the City from enforcing in full the provisions hereto, nor shall the terms of this Agreement be changed or altered in any manner whatsoever other than by written agreement of the City and Licensee.

40. Ownership Of Improvements.

As of the Effective Date and throughout the Term of this Agreement and any extension thereof, Licensee agrees that all buildings and improvements constructed by Licensee on the Property shall not be erected without prior approval of the City Manager and upon completion thereon shall be vested in the City. Furthermore, title to all Alterations made in or to the Property, whether or not by or at the expense of Licensee, shall, unless otherwise provided by written agreement, immediately upon their completion become the property of the City and shall remain and be surrendered with the Property.

41. Surrender Of Property.

Upon the expiration of this Agreement or in the event of cancellation pursuant to revocation, "Cancellation By Request Of Either of the Parties Without Cause" or "Automatic Termination", or at the expiration of the time limited by the notice, Licensee shall peacefully surrender the Property broom clean and in good condition and repair together with all alterations, fixtures, installation, additions and improvements which may have been made in or attached on or to the Property. Upon surrender, Licensee shall promptly remove all its personal property, trade fixtures and equipment and Licensee shall repair any damage to the Property caused thereby. Should Licensee fail to repair any damage caused to the Property within ten (10) days after receipt of written notice from the City directing the

required repairs, the City shall cause the Property to be repaired at the sole cost and expense of Licensee. Licensee shall pay the City the full cost of such repairs within ten (10) days of receipt of an invoice indicating the cost of such required repairs. At the City's option, the City may require Licensee to restore the Property so that it shall be as it was on the Effective Date.

In the event Licensee fails to remove its personal property, equipment and fixtures from the Property within the time limit set by the notice, said property shall be deemed abandoned and thereupon shall become the sole personal property of the City. The City, at its sole discretion and without liability, may remove and/or dispose of same as the City sees fit, all at Licensee's sole cost and expense.

42. Compliance with Environmental Laws.

Licensee represents and warrants that during the term of this Agreement, it will not use or employ the property, or any other City-owned property, to handle, transport, store or dispose of any hazardous waste or substances and that it will not conduct any activity at the Property or other City-owned property in violation of any applicable Environmental Laws.

43. Invalidity.

In the event that any non-material provision of this Agreement shall be held to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

44. Time of Essence.

It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. If the final day of any period falls on a weekend or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

45. No Interpretation Against Draftsmen.

The parties agree that no provision of this Agreement shall be construed against any particular party and each party shall be deemed to have drafted this Agreement.

46. Further Acts.

In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties each agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

47. Litigation.

Any dispute herein shall be resolved in the courts of Miami-Dade County, Florida. The parties shall attempt to mediate any dispute without litigation. However, this is not intended to establish mediation as a condition precedent before pursuing specific performance, equitable or injunctive relief.

48. Third Party Beneficiary.

This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

49. No Partnership.

Nothing contained herein shall make, or be construed to make any party a principal, agent, partner or joint venturer of the other.

50. Amendments and Modifications.

No amendments or modifications to this Agreement shall be binding on either party unless in writing, approved as to form and correctness by the City Attorney, and signed by both parties. Renewal or amendments to this Agreement is subject to approval by the City of Miami Commission.

51. Miscellaneous.

Title and paragraph headings are for convenient reference and are not a part of this Agreement.

52. Entire Agreement.

This Agreement represents the entire understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. There are no promises, terms and conditions, or obligations other than those contained herein, and no party has relied upon the statements or promises of the representatives of any party hereto.

53. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

54. Authority.

Each of the parties hereto acknowledges it is duly authorized to enter into this Agreement and that the signatories below are duly authorized to execute this Agreement in their respective behalf.

REMIANDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers and hereunto duly authorized as of the date first above written.

ATTEST:

By: [Signature]
Signature

Paul Mellinger
Print Name

By: [Signature]
Signature

Susana Prego
Print Name

LICENSEE:

Miami Rowing and Watersports Center, Inc. a nonprofit organization under the laws of the State of Florida

By: [Signature]
Signature

E MONTALVO
Print Name
Eddie Montalvo, Pres. RSK

(Corporate Seal)

ATTEST:

[Signature]
Priscilla A. Thompson, CMC
City Clerk
12-16-11

CITY OF MIAMI,
a municipal corporation of the
State of Florida

[Signature]
Johnny Martinez
City Manager

APPROVED AS TO INSURANCE
REQUIREMENTS:

[Signature]
Calvin Ellis, Director
Department of Risk Management

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

[Signature]
Julie O. Bru
City Attorney
RSK

Exhibit A

Property

EXHIBIT B
MANNER OF PROPERTY USE

1. Definitions

- A. "Department" shall mean the City of Miami Department of Parks and Recreation.
- B. "Property" shall mean approximately 149,700 square feet or 3.44.

2. Services and Use Areas

Basic Services. Licensee hereby acknowledges that the following are the Basic Services that Licensee and its Property Operators are authorized to operate at the Property and their hours of use:

MRWC

- Provides masters and similar rowing, kayaking and paddling activities at this facility weekdays from approximately 5:00 AM – 8:00 PM and on weekends from 6:00 AM to 11:00 AM.
- Provides outrigger canoe paddling outside the basin Wednesdays from approximately 5:30 PM – 7:30 PM and weekends from 8:00 AM – 12:00 PM.
- Provides dragonboat paddling activities weekends from approximately 9:00 AM - 2:00 PM and Tuesdays, Wednesdays and Thursdays from 5:00 PM – 8:00 PM.
- Provides youth rowing including use of weight room and rowing (ergonomic) machines during the months of September to June on weekdays from approximately 3:30 PM – 7:30 PM and on weekends from 8:00 AM – 12:00 PM.
- Provides youth and adult rowing for the months of June, July and August on weekdays from approximately 8:00 AM – 12:00 PM and 4:30 PM – 8:00 PM. MRWC and the Department shall review this program's operations every two weeks to ensure they remain compatible and that strict supervision is provided as set forth herein. The Department shall have the right to make programmatic changes in the event that the MRWC youth program and the Department's aquatic program develop operational conflicts which could include, but is not limited to, restructuring hours of operation, requiring additional supervision or canceling the program.

Any programming conflicts resulting from the Basic Services provided above shall be resolved by the Director in his or her sole discretion.

A. Licensee may from time to time utilize the Property for "Additional Services" upon the expressed written approval of the Department. An Additional Service is hereby defined as a program or service that is consistent with the Permitted Uses more fully set forth in Licensee's Revocable License Agreement with the City and which Additional Service is offered on a routine or continuing basis, i.e. not a one-time event or Special Event.

B. Special Events

The Department shall have the sole authority, discretion and responsibility for authorizing Special Events and the related permit at the Property, the collection of fees in connection therewith, and establishing permittee liability insurance requirements to utilize the Property for a Special Event. Any inquiries made from outside parties to the Licensee for a Special Event should be referred to the Department. In the event the City issues a permit to a non-Licensee permittee, the City shall have the sole responsibility to clean or caused to be cleaned the Property and repair any damages resulting from the Special Event.

For purposes of this Agreement, the term "Special Events" as it relates to the Licensee shall mean activities at the Property, which exceed the scope of the regular program activities, especially, but not in anyway limited to events which involve a charge to the membership or public. If the Licensee elects to have a Special Event, it shall, at its sole cost and expense, obtain the prior written approval of the Department, obtain all applicable permits and pay any and all other costs associated with the issuance of any permits including, but not limited to, the cost of additional insurance, off-duty police, fire-rescue services and cleanup related to the Special Event.

C. Use Areas

i. Licensee shall have the nonexclusive right (in common with other occupants of the Property) to use the common areas of the Property, for the purposes intended, subject to such rules and regulations as the City may establish from time to time.

ii. The use areas set forth below are for the purpose of prioritizing the use of space at the Property. Notwithstanding, Licensee shall have the right to use other portions of the Property not specifically identified below subject to its availability and with the Department's authorization and for the limited purpose of providing its Permitted Use as defined in its Revocable License Agreement with the City. Licensee shall keep these common areas clear of clutter.

(a) MRWC shall have the right to store four (4) dragonboats on the ground level of the boathouse in the area depicted in Attachment A.

(b) MRWC shall have the right to exterior storage for additional dragonboats in location depicted in Attachment B, subject to maintaining a through-fare to the water in the boatyard area.

(c) MRWC shall have the right to additional exterior storage in such other locations that may be available as determined by the Department, in its sole discretion.

(d) MRWC shall have the right to use other areas of the Property subject to availability and with the Department's authorization.

(e) MRWC shall have the right to store its rowing and paddling vessels within the remainder of the boathouse.

(f) MRWC shall have the right to exterior storage of vessels in the area depicted in Attachment B, subject to maintaining a through-fare to the water in the boatyard area.

(g) MRWC shall have the right to use the maintenance/repair area as depicted in Attachment B.

(h) MRWC shall have the right to locate one storage trailer and two storage containers in the area depicted in Attachment B and conditioned on the trailer having all its required permits.

(i) MRWC shall ensure that it launches its vessels during the months of May, June, July, and August at times not in conflict with the Department's program activities who will be launching safety and chase vessels and rotating activities on the hour and each half hour. In the event that both the Licensee and the Department are launching vessels at the same time (as for instance in the mornings during summer rowing camp sessions), the two groups shall share the launch space cooperatively, making room for each other's uses.

(j) MRWC shall have the right to use the weight /ergometer room during the Term, provided that during the months of May through August the Department shall have use of said room when not in use by MRWC in its summer rowing camp.

(k) MRWC shall have the right to utilize the Property to conduct its annual Miami International Regatta, the Sunshine State Games, the Cystic Fibrosis Kayak Challenge, Miami Masters Regatta, Miami Paddlefest, the South Florida Rowing Championships, and their Blue Blazer Night, as listed with the City of Miami Special Events Committee which shall include set-up and dismantling time on the day before and day after.

(l) The Department and MRWC shall provide strict supervision of their program participants and shall repair, at their sole cost, any damage caused by its respective officers, employees, participants, invitees and guests.

(m) Licensee shall have the non-exclusive privilege to use the common area parking of the Property and adjacent City parking area not being utilized by others, at no additional cost. Licensee shall also have the non-exclusive privilege to use Marine Stadium parking not being utilized by others for Special Events, but such use shall be subject to additional cost per City Code 53-53.

(n) Licensee shall work cooperatively to schedule and provide a program of activities, at its sole cost, during the summer and in cooperation with the Department for their designated Miami City youth participants. The City will provide transportation for such participants.

(o) The City of Miami reserves the right to use the Property, at no cost, during the Term provided that such use shall be done in such a manner as to minimize any interference with approved programs of the respective Licensees. The City shall make every effort to provide advance notice to the Licensees. The Property facilities will be closed for use by the City by 8:00 p.m. on weekdays and 5:00 p.m. on weekends, unless prior notice is provided to the City by a Licensee and permission is granted by the Parks Department manager.

D. General Meetings and Events

Licensee shall have the right throughout the Term to use the meeting room in connection with its Permitted Use, subject to its availability. Licensee shall coordinate said use with the Department, providing sufficient advance notice to its representative. Licensee shall clean the meeting room, common areas, and other areas it may have used at the conclusion of its activities. Failure to clean the area may result in the revocation of this privilege at the sole discretion of the Department.

3. Licensee's Duties and Responsibilities

During the Term, Licensee, at its sole cost and expense, shall perform and oversee all tasks related to the provision of its programs, including, but not limited to, the following:

- i) be responsible for the provision, installation, repair, maintenance and replacement of all equipment necessary for its programs;
- ii) provide adequate personnel to provide quality service at all times. The City shall notify Licensee of any employees of Licensee that are not deemed to be performing in the best interest of the City;
- iii) upon conclusion of its activities, clean the Property and secure any movable equipment in the designated storage areas;
- iv) provide security as is required for similar facilities for its Permitted Uses;
- v) insure that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the Property each day;
- vi) assume all operating costs, except as provided herein, retain all receipts and be responsible for payment of all labor, operating supplies and all other general administration expenses related to its Permitted Uses;
- vii) at all times during the Term continuously conduct operations in the Property in accordance with the terms of this Agreement, except where the Property is rendered unusable by reason of fire or other casualty;

- viii) be responsible for compliance of any applicable laws to operate the business and to provide copies of the operational licenses, permits and required inspection certificates to the City upon request;
- ix) pay all federal, state and local taxes, which may be assessed against its operations, equipment, or merchandise while in or upon the Property.

4. Maintenance and Utilities

A. Utilities:

In consideration of their shared use of the Property, the Licensee agrees and acknowledges that the expenses for water and electric utilities will be paid to the City on a monthly reimbursement basis in the following pro-rations:

	<u>Water</u>	<u>Electric</u>
MRWC	35%	40%
City	65%	60%
TOTAL	100%	100%

B. The respective monthly amounts obligated by sub-part (A) of this section shall be paid to the City on the first day of each month along with the monthly Use Fee, which amount shall be based on the average monthly water and electric charge incurred by the City. The Licensee shall install a sub-meter for the water utility. Once a meter has been installed, the City shall be responsible for 100% of the monthly water fees incurred for the pool only. Licensee shall be responsible for the monthly water fees incurred for the Property, as indicated by the sub-meter.

C. Janitorial Services:

- i. Licensee shall provide litter control and janitorial services including the provision of supplies, minor plumbing tasks such as un-clogging sinks and toilets at least three times per week (e.g. Monday, Wednesday, and Friday) and must provide adequate hand towels given the level of use by patrons to the Property. Any Program Operator, for their part, shall pay a monthly fee of \$100 for janitorial services. Each organization shall provide clean-up and janitorial services immediately after their own Special Events and/or provide for such clean-up and janitorial services through the Department of Parks and Recreation, irrespective of the date the event occurs.

- ii. Except for the janitorial services above, the Department shall provide all routine maintenance and repairs to the building, including all plumbing, electrical, heating, and air conditioning systems and equipment, all doors, floor coverings, interior walls, ceilings, decoration (e.g., carpeting, painting, wall coverings, drapes and other window treatments, etc.), and all fixtures and equipment therein throughout the Term, unless such maintenance and/or repair becomes necessary due to the misuse, act, neglect, fault or omission of a Licensee, its employees, agents, customers, licensees, or invitees in or about the Property, in which case the respective Licensee shall bear the sole cost and expense of the repair.

Payment Schedule

1. Monthly Beginning August 1, 2011 through September 1, 2015	\$2000.00 \$594.17 12%	Monthly Use Fee Prior-Year Percentage Fees Percentage Fee
2. September 30, 2015	\$5,941.70	Prior-Year Percentage Fees Lump Sum Due prior to renewal as set forth in Section 12 of this Agreement
3. October 1, 2015	\$2,500.00 13%	Monthly Use Fee Percentage Fee



MIAMI ROWING & WATERSPORTS CENTER, INC.

CORPORATE RESOLUTION

August 9, 2011

WHEREAS the Miami Rowing & Watersports, Inc., Board of Directors met on Tuesday, August 9, 2011, at 7:00 PM. A quorum of directors was present.

WHEREAS a motion was made by Director Robert Behar to authorize the President of the Miami Rowing & Watersports Center, Inc., Eddie Montalvo, to execute the Revocable License Agreement between the Miami Rowing & Watersports Center, Inc., and the City of Miami. This motion was seconded by Director Marina McGuire-McCabe. All directors present voted in favor of the motion.

THEREFORE, the Miami Rowing & Watersports Center designates Eddie Montalvo, President of the Miami Rowing & Watersports Center, Inc., as our authorized representative to execute the Revocable License Agreement on behalf of the Board of Directors.

Witnessed and Recorded,

William R. O'Donnell, P.E. SECB
Secretary, Miami Rowing & Watersports Center, Inc.

Mailing Address: 3832 Shipping Avenue, Miami, FL 33146
305-444-8520

Physical Address: 3601 Rickenbacker Causeway, Virginia Key, FL