

TRANSIT SHELTER LICENSE AGREEMENT

THIS TRANSIT SHELTER LICENSE AGREEMENT (this “Agreement”) is entered into as of this ____ day of _____, 2018, by and between INDIAN RIVER STATE COLLEGE (“IRSC”), and Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 (“Licensee”).

WITNESSTH

WHEREAS, Licensee operates a public transit system that transports the public throughout the Indian River County area; and

WHEREAS, it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board vehicles; and

WHEREAS, it is beneficial to IRSC and its students, employees, agents and guests that vehicles operated by **Licensee** pick-up and drop-off passengers at the transit site located at the Mueller Campus in Indian River County ; and

WHEREAS, the parties agree that it is in their mutual best interests to place a transit shelter at the specified site which will provide facilities for the embarking and disembarking of passengers that are safe, convenient, accessible and more comfortable for passengers to wait for transit vehicles.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, IRSC and **Licensee** hereby agree as follows:

Section 1 - Transit Shelter Agreement. IRSC hereby grants **Licensee** a license (the “License”) to enter upon that certain parcel of real property located at the Mueller Center in Indian River County, more particularly described and delineated by the sketch attached hereto as Exhibit A and made a part hereof (the “Shelter Site”) for the sole and limited purpose of installing a transit shelter, subject to all of the terms and conditions provided for herein. IRSC agrees **Licensee** may install and use a facility for passengers which consists of a trash receptacle (s), a bench (es), a sign (s), a passenger waiting shelter (s), and such other items as may be mutually agreed upon by the parties and referred to as the “Transit Shelter” on the Mueller Campus.

Section 2 - Installation of Transit Shelter. **Licensee** shall provide all the materials and labor for the construction of the Transit Shelter to be located at the Mueller Campus. **Licensee** shall retain ownership of such Transit Shelter. The Transit Shelter shall be comparable to other transit shelters currently used by **Licensee**. If as a result of Licensee’s construction of a Transit Shelter, IRSC is required by federal, state, or local law, ordinance, order etc, to make any improvements, changes or alterations (“Improvements”) to the property on which the Transit Shelter is located, in order to comply with such laws, such collateral Improvements shall be the responsibility of Licensee. All costs associated with such collateral Improvements shall be borne by Licensee.

Section 3 - Term. This Agreement shall commence on the date included in the introductory paragraph of this Agreement (the “Date of Commencement”) and, unless extended by the undersigned, shall terminate on the earlier of: (i) ten (10) years from the Date of commencement; or (ii) thirty (30) days after notice is given by either party of the desire to terminate the Agreement. At the time this Agreement is terminated, **Licensee** shall remove the Transit Shelter and all of the **Licensee’s** equipment and upon removal of the Transit Shelter, **Licensee** shall return the site to substantially the condition existing prior to the installation of the Transit Shelter.

Section 4 - Effective Date. This Agreement shall become effective upon being executed by the parties hereto and shall remain in full force and effect until such time as either party terminates this Agreement as provided in Section 3 hereof.

Section 5 - Damage to the Transit Shelter. **Licensee** shall be responsible for day-to-day normal and customary maintenance of the Transit Shelter, and every part thereof, including, but not limited to, washing the Transit Shelter from time to time and picking up trash on the Transit Shelter on a regular basis. **Licensee** shall be responsible for heavy maintenance, including, but not limited to, painting, removal of graffiti, and concrete repair, as well as the repair of any damage to the Transit Shelter caused by **Licensee** and its agents. Such repair will be commenced within three (3) days after **Licensee** is notified by IRSC, in writing, of such damage. If **Licensee** shall fail to maintain the Transit Shelter in a clean manner, IRSC shall have the right to clean the Transit Shelter after three (3) days written notice to **Licensee**. Licensor shall then be permitted to invoice **Licensee** for all costs incurred and to add a 15% administrative fee to such costs.

Section 6 - Security. IRSC shall not be responsible for providing security for the Transit Site or for any persons using the Transit Shelter.

Section 7 - No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood that nothing contained herein, or any acts of the parties hereto other than the relationship of licensor and licensee.

Section 8 - Notices. Any notice, request, demand, approval, consent or other communication which IRSC or **Licensee** may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to IRSC:

Charles Lunceford, Provost
Indian River State College Mueller Campus.
6155 College Lane
Vero Beach, FL 32966
(772) 226-2505
cluncefo@irsc.edu

If to **Licensee**:

Executive Director
Go Line Transit System
c/o **Senior Resource Association, Inc.**
694 14th Street
Vero Beach, FL 32960

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (1) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (2) the date of when same is hand delivered; or (3) the date delivered by overnight courier with confirmation of delivery required.

Section 9 - Authorization. IRSC and **Licensee** hereby represent and warrant to the other that as of the date of this Agreement, the undersigned are duly authorized to execute this Agreement on behalf of IRSC and **Licensee**, respectively.

Section 10 - Choice of Law; Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Indian River County.

Section 11 - Compliance. Licensee agrees to comply with all applicable laws, rules, codes, and/or other regulation governing such operation; obtain any and all necessary consents or approvals, and to display same as required by any law, rule, code, or regulation.

Section 12 - Attorneys Fees. In connection with any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its costs, expenses, attorney and paralegal fees, including without limitation, those incurred whether or not litigation is commenced, and also those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings.

Section 13 - Time of the Essence. Time is of the essence of the Agreement.

Section 14 - Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion hereto.

Section 15 - License to Use Copyrighted Materials and Trademark Rights. IRSC acknowledges that **Licensee** owns and holds all right, including patents, trademarks, copyrights and trade secrets in and to all elements of the Transit Shelter and related structures, designs and drawings, including without limitation, the passenger waiting shelter. **Licensee** hereby grants IRSC a revocable license to use such rights in the Transit Shelter and related structure, designs and drawings during the term of this Agreement for the purposes addressed in this Agreement. IRSC shall acquire no right or interest in any of these elements by virtue of the Agreement and all uses of these elements and related rights shall inure to the benefit of **Licensee**. IRSC agrees not to challenge or otherwise interfere with the validity of **Licensee's** rights in these elements or **Licensee's**

ownership of these elements and related rights.

Section 16 - Indemnification. To the extent permitted by Florida law and subject to the limitations provided by Florida law, **Licensee** shall indemnify IRSC against, and hold IRSC harmless from all losses, damages, costs, claims, suits, liabilities, and expenses (including reasonable attorneys' fees including those for services rendered at the appellate court level) resulting from any of **Licensee's** use, construction, removal, maintenance or compliance requirements under this Agreement.

AGREED TO by the parties hereto as of the date first above written.

Licensee
Indian River State College

Charles Lunceford, Provost
Indian River State College Mueller Center

Date: _____

AGREED TO by the parties hereto as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
_____, Chairman

BCC Approved: _____

Approved:

By _____
Jason E. Brown
County Administrator

Attest: Jeffrey R. Smith, Clerk of Court and
Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency

William K. DeBaal
Deputy County Attorney