

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into as of this 4th day of December, 2018, by and between Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32967 (“County”), and (Name Redacted), a resident of Indian River County, Florida, 12315 Roseland Road, Roseland, FL 32957, (“Tenant”), as follows:

WHEREAS, the County owns and operates the Indian River County Donald MacDonald Campground ("Campground"), and

WHEREAS, Tenant is a Deputy Sheriff with the Indian River County Sheriff’s Office; and

WHEREAS, the County seeks to have the presence of a law enforcement officer to provide security for the Campground when closed and during non-work hours of the County’s Parks or Recreation employees, to promote the safe and orderly enjoyment of the facilities, including the campground. Tenant seeks to have a location for his mobile home residence, and

WHEREAS, the current lease is due to expire December 31, 2018, with three (3) additional two (2) year renewal periods. In lieu of exercising the renewal options set forth therein, the parties desire to enter into this new license agreement.

NOW, THEREFORE, for the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Tenant (“the Parties”) agree to the terms and conditions set forth in this

1. License. County grants to Tenant a revocable license to use and occupy the real property which property includes a lot with utility connections for a mobile home (“Licensed Property”). Specifically, Tenant is authorized to use and occupy the Licensed Property solely as a single-family residence for Tenant and his family, and for no other purpose.
2. Term. The term of this license shall be two (2) years from the date of approval of this License Agreement by the Indian River County Board of County Commissioners. The term shall be subject to renewal for two (2) additional two (2) year terms, upon the mutual agreement of both parties.
3. License Fee. Provided Tenant performs all terms and conditions of this License Agreement, Tenant shall not be required to pay a license fee.
4. Tenant’s Duties.
 - a. Provide general security at the Campground, including parking a marked patrol car (Indian River County Sheriff’s Office) on the Licensed Property when Tenant is present on the Licensed Property. Additionally, make best efforts to pass through the public areas in a marked vehicle twice daily. Upon discovering illegal or unauthorized activity, provide the appropriate law enforcement response including trespass and arrest.

- b. Use the Licensed Property as his primary single-family residence and reside in no other place.
 - c. Maintain the single family residence in a safe and attractive condition;
 - d. Arrange and pay for (including deposits, if any) all utilities, including, without limitation, electricity, telephone, cable television, etc.
 - e. Commit no act or omission which would result in waste, damage or destruction to any portion of the Licensed Property;
 - f. Commit no act or omission which would result in a mortgage, encumbrance, lien or other right, title or interest in the Licensed Property being acquired by any third party;
 - g. Commit no act or omission which would constitute a violation of any applicable local, state or federal law, or a nuisance or annoyance to surrounding properties or owners or occupants of surrounding properties; and
 - h. Advise the County immediately of any security issues, damage to the Licensed Property, or any other events or conditions which could result in damage to the Licensed Property, liability to County, or any other such adverse impact to the Licensed Property or to County.
5. County's Duties. County shall:
- a. Repair the Licensed Property, to the extent that the need for repair is not caused by Tenant's negligence, intentional misconduct or violation of this License Agreement or applicable law; and
 - b. Commit no act or omission, which would constitute a violation of any applicable local, state or federal law.
 - c. The County shall provide and pay the cost of the water supplied to the Licensed Premises and shall pump out the septic tank on an annual basis.
6. Improvements. Tenant shall make no alterations or improvements to the Licensed Property without the express written approval of County, which may be withheld in the sole and absolute discretion of County. This paragraph does not include improvement to his mobile home residence.
7. Condition of the Licensed Premises. The Leased Property is in "as is" condition without warranty or representation as to its condition. Tenant has examined the Licensed Property and agrees that they are acceptable and suitable for Tenant use.
8. Insurance. Tenant shall obtain (a) a comprehensive general liability insurance policy with respect to the Licensed Property, in the minimum amounts of \$200,000 per person and \$300,000 per incident, which policy shall name County as an additional insured. Prior to occupancy, Tenant shall provide to County a certificate of insurance confirming that such policy has been obtained and is in full force and effect, and confirming that such policy will

not be cancelled without thirty (30) days prior written notice to County. Such policy shall be primary to any liability insurance obtained by County with respect to the License Property, and (b) such insurance on Tenant's personal property kept on the License Property, as Tenant deems appropriate. Tenant acknowledges that County will maintain no insurance applicable to Tenant's personal property.

9. Indemnification. Tenant shall defend, hold harmless and indemnify County, including its commissioners, officers, employees and agents, from and against any and all claims, causes of action, losses, damages, expenses (including reasonable attorney's fees), and other liabilities of any type whatsoever, arising out of or relating to Tenant negligence, intentional misconduct, or violation of this License Agreement or applicable law.
10. Termination. Notwithstanding any other provision herein, either party may terminate this License Agreement upon sixty (60) days written notice to the other; provided, however, that in the event that County determines in its sole and absolute discretion that Tenant continued occupation of the Licensed Property could present a risk of damage or harm to the License Property or persons on the License Property (including, without limitation, Tenant), a risk of liability to County, or otherwise would not be in the best interests of the License Property or County, County shall have the right to terminate this license agreement immediately upon such shorter written notice as County determines in its sole and absolute discretion is appropriate under the circumstances.
11. Default. In the event of default, the non-defaulting party shall be entitled to all remedies at law or in equity.
12. Assignment of License. Tenant may not assign this License Agreement without the written permission of the County. Any request to assign this License Agreement must be made in writing to:

Parks Division Superintendent
5500 77th Street,
Vero Beach, FL 32967

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

TENANT

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY

By: _____
(Signature)

By: _____
Bob Solari, Chairman

Printed Name

Approved by BCC: December 4, 2018

Witness:

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

BY: _____
Deputy Clerk

Approved:

Jason E. Brown, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Dylan Reingold, County Attorney