

STREAMING VIDEO LICENSING AGREEMENT

This LICENSING AGREEMENT (“**Agreement**”) is entered into effective the ____ day of ____ 202_ (the “**Effective Date**”), by and between Steve Billig, an individual doing business as “Live Pickleball Courts” (as “**Licensor**”), whose address is 410 South Front Street, Unit 210, Philadelphia, PA 19147, and Indian River County, a political subdivision of the State (as “**Licensee**”), whose address is 1801 27th Street, Vero Beach, Florida 32960. The Licensee and Licensor are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

Recitals

WHEREAS, Licensor is in the business of selling advertising to businesses and individuals;

WHEREAS, Licensee is the owner and operator of 12 pickleball courts at Richard “Dick” Bird Park in Vero Beach Florida (the “**Facility**”);

WHEREAS, Licensor, at his sole cost and expense desires to provide two web cameras and other required equipment to allow Licensee to continuously stream pickleball play at the facility to the public, and others as may be desired by Licensee;

WHEREAS, Licensor certifies that it and its related entities, as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725 of the Florida Statutes; and are not engaged in a boycott of Israel; and

WHEREAS, Licensee shall terminate this Agreement if Licensor, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in § 215.4725, of the Florida Statutes.

NOW, THEREFORE, in consideration of the use of the facility for live streaming pickleball play and other valuable consideration, the legal sufficiency of which is hereby acknowledged by both Parties, and of the mutual covenants herein contained, the Parties, as indicated by their authorized representative’s signatures below, hereby agree to the terms and conditions set forth herein:

1. The Parties agree that the foregoing Recitals are true and correct and are fully incorporated herein by reference.

2. Licensor shall, at his sole cost and expense provide Licensee with two (2) web cameras and all necessary equipment necessary (the “**Equipment**”) to allow continuous

streaming video of pickleball play on Licensor's website. The Equipment shall remain the property of Licensor, subject to the other terms of this agreement. Licensor does hereby assume all risks of loss for damage and destruction of the Equipment unless such damage is wholly caused by the intentional acts of Licensee. Licensor shall not be charged any fees of any kind or nature to Licensee for the use of the Cameras or for the streaming of the video feed from the Facility. The benefit derived by Licensor in entering this agreement solely is to be able to provide advertising content from its advertisers to anyone livestreaming Licensee's facility.

3. Licensor shall install the Equipment at the Facility in such positions at the Facility as agreed by both Parties. In no case shall the Equipment at the Facility capture, film, record, or broadcast any place that is objectively considered private or has a reasonable expectation of privacy.

4. Licensee does hereby grant Licensor a revocable license to include the video feed from the Facility (the "**Video Feed**") on its website livepickleballcourts.com, except however Licensor shall not be entitled to charge any fee or consideration for broadcast, or re-broadcast of the Video Feed without the prior written consent of Licensee.

5. Licensor may include advertisements on its website which are related to the sport of pickleball or other lawful activities and purposes provided such advertisements are of a "G-rating" and would not be generally considered offensive to underaged family members. Without limiting the generality of the foregoing, no advertisement which appears on livepickleballcourts.com shall promote adult entertainment, drugs, or any unlawful or any mature / adult activity or production.

6. This Agreement is and shall constitute a revocable license allowing either party upon written notice to the other to immediately terminate the license by providing written notice by US certified mail to the other (the "**Termination Notice**"), with neither party owing any further obligation to the other except as specifically set for in this paragraph. If terminated then Licensee shall cooperate in returning the Equipment in "as is" condition to Licensor at Licensor's expense. Licensor shall provide shipping instructions and costs of shipping to Licensee and Licensee shall cause the Equipment to be returned to Licensor. In the event the license is terminated and Licensor has not provided shipping instructions and associated fees to Licensee within fourteen (14) days from receipt of the Termination Notice then the Equipment shall be deemed to be abandoned and Licensee may discard the Equipment as it deems appropriate.

7. This contract shall be construed according to the laws of the State of Florida.

8. Any and all notices required or desired to be sent pursuant to the agreement, including the Termination Notice shall be sent to the following address:

If to the Licensor:

Steve Billig, d/b/a "Live Pickleball Courts"
410 South Front Street
Unit 210
Philadelphia, PA 19147

Email: info@livepickleballcourts.com

If to Licensee:

Attn: Beth Powell
Indian River County iG Center
Indian River County Parks, Recreation & Conservation Department
1590 9th St. SW
Vero Beach, FL 32962

IN WITNESS WHEREOF the Parties have executed this contract to be effective on the Effective Date.

LIVE PICKLEBALL COURTS
Steve Billig

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

By: _____
Joseph H. Earman, Chairman

BCC Approved: _____

Approved:
By: _____
John A. Titkanich, Jr.
County Administrator

Attest: Ryan L. Butler, Clerk of Court
and Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency

William K. DeBral
County Attorney