

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“License Agreement”) is entered into as of this \_\_\_th day of January 2022, by and between Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 ("County"), and Deputy [REDACTED] a resident of Indian River County, Florida, 4735 43<sup>rd</sup> Avenue, Vero Beach, FL , ("Tenant"), as follows:

**WHEREAS**, the County owns and operates the Victor Hart Sr. Community Enhancement Complex (VHSCEC),and

**WHEREAS**, Tenant is a Deputy Sheriff with the Indian River County Sheriff s Office (“IRCSO”); and

**WHEREAS**, the County seeks to have the presence of a law enforcement officer to provide security for the VHCSEEC when closed and during non-work hours of the County's Parks and Recreation employees, to promote the safe and orderly enjoyment of the P a r k .

**WHEREAS**, the prior license for the home was terminated due to the occupant Deputy. The County desires to enter into this new License Agreement with Deputy [REDACTED] .

**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 License Agreement.

- 1) License. County grants to Tenant a revocable license to use and occupy the real property which property includes a three-bedroom, two-bath home with a refrigerator, microwave oven and a dishwasher and utility connections ("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 Agreement 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. The two renewals may be authorized by the County Administrator or his designee if it is in the best interest of the County.
- 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.

Tenant shall:

- a. Park his marked IRCSO assigned vehicle at the Licensed Property when not on duty.
- b. Respond and report incidents at the VHSCEC while at home at the Licensed Property.

- c. Report to the Parks and Recreation Director or his designee any incidents and unsafe conditions observed at the Park.
- d. Use the Licensed Property as his primary single-family residence and reside in no other place.
- e. Maintain the single-family residence in a safe and attractive condition.
- f. Arrange and pay for (including deposits, if any) electricity, telephone, cable television, etc.
- g. Commit no act or omission that would result in waste, damage or destruction to any portion of the Licensed Property.
- h. Commit no act or omission that would result in a mortgage, encumbrance, lien or other right, title or interest in the Licensed Property being acquired by any third party.
- i. Commit no act or omission that 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.
- j. 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.
- k. Be present for a scheduled annual inspection of the property and any schedule maintenance. Make repairs at the tenant's own expense and to the County's satisfaction for any damages detected during an annual inspection.
- l. Notify the Director of the Indian River County Parks and Recreation Department of designee prior to any extended absences (in excess of three days) from the residence.

5) County's Duties.

County shall:

- a. Commit no act or omission, which would constitute a violation of any applicable local, state or federal law.
- b. Provide and pay the costs of the water and sewer services supplied to the Licensed Premises.

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.

- 7) Condition of the Licensed Premises. The Licensed Property is in "as is" condition without warranty or representation as to its condition. Tenant has examined the Licensed Property and agrees that the Licensed Property is acceptable and suitable for Tenant use.
- 8) Insurance.
- a. Tenant shall 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 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.
  - b. Tenant shall obtain and keep in force Auto Liability Insurance for all personal vehicles parked or garaged at the Licensed 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's 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 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. Tenant is responsible to remove all personal property within sixty (60) days of the termination of this License Agreement.
- 11) Default. In the event of default, the non-defaulting party shall be entitled to all remedies at law or in equity.
- 11) 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:

Director  
Indian River County Parks  
and Recreation  
1590 9<sup>th</sup> Street SW  
Vero Beach, FL 32962

TENANT:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness: \_\_\_\_\_

INDIAN RIVER COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Peter O'Bryan , Chairman

Date approved: \_\_\_\_\_

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

By: \_\_\_\_\_

Deputy Clerk

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Dylan Reingold  
County Attorney