

LICENSE AGREEMENT

This license agreement ("License Agreement") entered into on this _____ day of _____, 2022 by the **BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA**, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, Florida 32960, hereinafter referred to as "IRC," and **Indian River Sports Complex INC**, 3285 3rd Place Vero Beach, FL 32968, hereinafter referred to as "IRSC," in consideration of the mutual promises and agreements set forth below, hereby agree as follows:

WITNESSETH:

1. **PROPERTY AND TERM.** IRC hereby issues a license to the IRSC for the use of the Helen Hanson Park, located at 8020 129th Court, Sebastian, Florida 32958, in the County of Indian River, Florida, more particularly described as follows:

**The youth baseball field, baseball field lighting, and restrooms
(Licensed Premises)**

The term of the License shall begin the day approved by the Board of County Commissioners and end three (3) years thereafter with an option to renew for two, three-year terms upon mutual agreement of both parties. IRC's right of entry onto the property shall begin upon termination of this License Agreement.

1.1 **Extension of License.** This License Agreement shall not be extended beyond the stated term unless agreed upon in writing, 30 days before expiration of this License Agreement.

1.2 **Termination of License by IRSC.** IRSC may opt-out of this License Agreement anytime during the term of the License Agreement by providing 30 days' written notice to IRC. This License Agreement shall terminate if IRSC no longer occupies or uses the Licensed Premises.

1.3 **License Fee.** Provided IRSC performs all terms and conditions of this License Agreement, IRSC shall not be required to pay a fee for use of Licensed Premises.

2. **USE OF LICENSED PREMISES.** During the term of this License Agreement, the IRSC shall use the Licensed Premises for IRSC, youth baseball programming, clinics and youth enrichment programming. IRSC shall not use the Licensed Premises, or any part thereof, or permit the same to be used for any illegal, immoral, or improper purposes; nor make, nor permit to be made, any disturbance, noise, or annoyance whatsoever detrimental to the Licensed Premises or the comfort and peace of the inhabitants of the vicinity of the Licensed Premises. Members and guests of IRSC shall not use tobacco or have alcohol on the Licensed Premises. IRC will permit access to the Licensed Premises to IRSC, however, that access is not intended to be exclusive access. IRSC recognizes that the Licensed Premises is open to the public, and other than the times IRSC is using the Licensed

Premises for scheduled activities, the Licensed Premises are open and available for use by the public. IRSC shall have the right, however, to charge organized sports leagues or other fee-based clinics and activities, for the use of the Licensed Premises, consistent with the IRC fee schedule.

2.1 **INCIDENT REPORTING** During the term of this License Agreement, IRSC shall report all incidents involving participants and property occurring on the Licensed Premises to the Indian River County Parks and Recreation Director immediately.

2.2 **BACKGROUND CHECKS** With seven calendar days of execution of this License Agreement, IRSC shall provide a list of all employees, volunteers and coaches to IRC together with a copy of their completed Level 1 background checks. During the term of this License Agreement, IRSC shall obtain Level 1 background checks on any new employees, coaches or volunteers and shall maintain level 1 background checks on all employees, volunteers, and coaches. Background checks are to be conducted annually. IRSC shall provide the Indian River County Parks and Recreation Director a list of all individuals who have had a background check performed.

2.3 **SAFE SPORT TRAINING** During the term of this License Agreement, IRSC shall require all employees, volunteers, and coaches to complete an awareness and abuse prevention training program. IRSC shall provide the Indian River County Parks and Recreation Director a list of all individuals who have completed this training.

2.4 Should IRSC fail to report incidents to IRC, fail to provide background checks or fail to complete and follow the mandates of Safe Sport Training, that failure shall be grounds for immediate cancellation of this License Agreement.

3. **PROPERTY LICENSED "AS IS."** "IRSC" agrees that the property is being licensed "as is" and that IRC makes no warranty or guarantee of the condition of the property or any of the improvements. IRSC has examined the Licensed Premises and has determined that the Licensed Premises are suitable for IRSC's purposes.

4. **COMPLIANCE OF LAW.** IRSC shall comply with all of the laws, rules, ordinances, and regulations of the County, State, and Federal Governments and agencies regarding the use of the Licensed Premises. Violation of any law, rule, ordinance, or regulation may result in immediate termination of this License Agreement.

5. **MAINTENANCE AND REPAIRS.** IRSC agrees to make any approved improvements to the Licensed Premises and agrees to keep said Licensed Premises in a safe, clean and attractive condition during the term of this License Agreement. IRSC shall clean the restrooms daily. IRSC shall make any repairs to the Licensed Premises for damages caused by IRSC or its members or guests within a reasonable time frame upon request by IRC. Upon the expiration of the License Agreement, IRSC shall surrender the Licensed Premises quietly and peaceably in substantially the same condition as it was at the outset of this License Agreement, reasonable wear and tear and damage by the elements excepted.

5.1 **GENERAL MAINTENANCE** IRSC will be responsible for the maintenance and upkeep of the entire Helen Hansen Park grounds, excluding the playground, which includes mowing of the ball field and surrounding areas and preparing and maintaining the clay on the infield.

6. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** With written permission of IRC, IRSC shall have the right to install on the Licensed Premises such equipment, fixtures, and other items necessary or convenient for its use of the Licensed Premises. All equipment and property purchased by IRSC and placed in, on, or about the Licensed Premises, including equipment not affixed to the realty, shall remain the property of IRSC. IRSC may remove same on or before the termination of the License Agreement, provided that if removal results in damage to any part of the premises, IRSC shall return the Licensed Premises to a condition suitable for the original intended use of that part of the Licensed Property. In addition, any and all personal property not attached or installed in any building or structure shall remain IRSC's property and may be removed on or prior to termination of this License Agreement.

6.1 **Improvements** During the initial one-hundred and twenty days (120) of this License Agreement, IRSC will install an irrigation system servicing the baseball field and make playability improvements to the baseball field. Upon termination of this License Agreement, such improvements shall become the property of IRC. Any additional improvements or signage must be approved by the Indian River County Parks and Recreation Director in writing prior to said improvements or signage being added to the property.

6.2 **Permitting** Any improvements and or construction that will require a permit shall be done through IRC.

7. **UTILITIES.** IRSC will pay to assume the responsibility for the electric bill for Helen Hanson Park. IRSC agrees to hold IRC harmless from any interruption in the use and services of such commodities.

8. **HOLD HARMLESS.** IRSC agrees to hold harmless and indemnify IRC from any liability which may arise from the IRSC's use of the property.

9. **INSURANCE.** The IRSC shall carry the following insurance coverage and shall furnish IRC a certificate of said coverage.

9.1 **Special Requirements.** Prior to the commencement of the use of the premises, a certificate of insurance shall be provided to the Risk Manager for review and approval. The certificate shall provide evidence of General Liability insurance coverage with limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate to include \$100,000 for third party property damage and \$1,000,000 of molestation coverage. IRSC will also agree to the following insurance coverage provisions:

A. Indian River County shall be named as an "Additional Insured" on the general liability policy.

B. Indian River County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notice shall be in writing by certified mail, return receipt requested, and addressed to the Risk Manager.

C. Provide a waiver of subrogation in favor of IRC and be primary coverage without contribution from IRC or its insurance carrier.

9.2 **Lapse in Coverage.** If the IRSC allows insurance coverage required under this License Agreement to lapse, expire, or be canceled, it shall be an immediate breach of the License Agreement and grounds for cancellation of this License Agreement.

9.3 **Damage by Fire or Other Causes.** That in the event the Licensed Premises are destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, then this License Agreement shall thereby be determined ended. IRC shall not be liable to rebuild, replace or repair said premises.

10. **PERFORMANCE REPORTING.** IRSC shall report the following to the Indian River County Parks and Recreation Director on September 30th of each year.

10.1 A detailed description of all programs conducted at the park by IRSC.

10.2 A detailed list of all IRSC employees, coaches, and volunteers.

10.3 Detailed attendance for each program conducted at the park by IRSC.

10.4 A detailed narrative of how IRSC programs and use of the Helen Hansen Park have benefited the residents of Indian River County.

11. **ASSIGNMENT.** IRSC shall not assign or transfer any part of this License Agreement without prior written consent of IRC, which may be withheld for any reason.

12. **ATTORNEY'S FEES AND COSTS.** In the event there arises any dispute or litigation over the terms and conditions of this License Agreement, the prevailing party shall be entitled to all attorney's fees, costs, and suit money expended to resolve that dispute.

13. **NOTICE.** Any notices which are required, or which either party may desire to serve upon the other, shall be in writing and shall be deemed served when hand-delivered, or when actually received via U.S. Mail, postage prepaid, return receipt requested, addressed to IRSC at:

Indian River County Sports Complex, Inc.
3285 3rd Place
Vero Beach, FL 32968

Such notices to IRC shall be addressed as follows:

Indian River County
Parks and Recreation Director
1590 9th Street SW
Vero Beach, Florida 32962

These addresses may be changed by either party by providing written notification to the other.

14. **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 testing may be obtained from your county public health unit. This paragraph is included pursuant to the requirement of Florida Statutes Chapter 404.056 for the purpose of public information and notification.

IN WITNESS WHEREOF, we, IRC and IRSC, hereunto affixed our hands and seals at Vero Beach, Indian River County, Florida, the day and year first above written.

IRSC
Derek Muller

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By:  _____
Its: PRESIDENT _____

By: _____
Peter D. O'Bryan, Chairman

Approved by BCC: _____, 2022

Witnessed by:

ATTEST:

signature: _____
printed name: _____

By: _____
Jeffrey R. Smith, Clerk of Court
and Comptroller

signature: _____
printed name: _____

Approved:

Jason E. Brown, County Administrator

Approved as to form and legal Sufficiency

Dylan Reingold
County Attorney