

## LICENSE AGREEMENT

This license agreement ("License Agreement") entered into on this 23rd day of June, 2020 by the **BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA**, a political subdivision of the State of Florida, 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960, hereinafter referred to as "IRC" or "County", and **The Vero Beach Amateur Radio Club, Inc. , a Florida Not for Profit Corporation**, 4225 43<sup>rd</sup> Avenue, Vero Beach, FL 32967, hereinafter referred to as "VBARC", 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 VBARC for use of the two hundred and four square feet of office space (17 x 12 feet), located at 12315 Roseland Road, Sebastian, Florida 32958, in the County of Indian River, Florida, more particularly described as follows, and as set forth in Exhibit "A":

**Approximately two-hundred four (204) square foot partitioned section of the Campground Office at the Donald MacDonald Campground including space behind office for the construction of one antenna (approximately forty (40) feet high).**

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, one 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 shall not be extended beyond the stated term unless agreed upon in writing, 30 days before expiration of this license.

1.2 **Termination of License.** Either party may terminate this license anytime during the license period by providing 60 days' written notice to the other party. This license shall terminate if the VBARC no longer occupies or uses the license premises.

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

2. **USE OF PREMISES.** During the term of this License, the VBARC shall use the licensed premises for VBARC meetings and to access radios and for no other social, business functions, or purposes. VBARC shall not use the premises, or any part thereof, or permit the same to be used for any illegal, immoral, or improper purposes; not to make, or permit to be made, any disturbance, noise, or annoyance whatsoever detrimental to the premises or the comfort and peace of the inhabitants of the vicinity of the premises. Members and guests of VBARC shall not use tobacco or have alcohol on the premises. IRC will permit access to the facility to VBARC.

2.1 **Access.** VBARC will only allow members and escorted guests of the VBARC into the office. VBARC shall send an email to the campground manager twenty-four (24)

hours in advance of all scheduled events, meetings and training sessions. When advance notice is not feasible, such as to perform required maintenance, participate in emergency communication events or the like, VBARC will inform the campground manager via email stating the purpose of the visit and which VBARC members entered the site.

2.2 **Check In.** All members of VBARC will be required to log in and out of the facility and the log will be provided for inspection by the Parks and Recreation Director.

2.3 **Antenna.** The Antenna shall be solely used by VBARC. Antenna use by other radio transmissions or cell nodes is not permitted without prior IRC written approval.

2.4 **Overnight Lodging.** The office is not to be used as a sleeping premises however, IRC does recognize that VBARC will be conducting 24 hour exercises periodically.

3. **PROPERTY LICENSED "AS IS".** VBARC 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. VBARC has examined the premises and has determined that the premises are suitable for VBARC's purposes.

4. **COMPLIANCE OF LAW.** VBARC 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 premises. Violation of any law, rule, ordinance or regulation may result in immediate termination of this license agreement.

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

6. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** With written permission of IRC, VBARC shall have the right to install on the premises such equipment, fixtures and other items necessary or convenient for its use of the premises. All equipment and property purchased by VBARC and placed in, on, or about the premises, including equipment not affixed to the realty, shall remain the property of VBARC. VBARC 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, VBARC shall return the property 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 VBARC's property and may be removed on or prior to termination of this License Agreement.

6.1 **Wi-Fi/Locks.** VBARC shall install a digital lock to the facility for use by VBARC and VBARC will have access to the Wi-Fi at the campground to support such systems. VBARC may at their own expense install an upgraded Wi-Fi service to the building.

6.2 **Improvements.** Any improvements or signage must be approved by Indian River County Parks and Recreation Director in writing prior to said improvements or signage being added to property.

6.3 **Permitting.** Any improvements and or construction that will require a permit shall be done through Indian River County.

6.4 **Closed-Circuit Television (CCTV).** VBARC shall install a CCTV system viewing the office entrance and radio room with IRC having access to the system's recordings.

7. **UTILITIES.** VBARC will pay the difference between the current monthly average and the future monthly average of the Electric Bill for the Office at year end in one payment. The VBARC agrees to hold IRC harmless from any interruption in the use and services of such commodities.

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

9. **INSURANCE.** The VBARC 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 for the following:

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.

9.2 **Lapse in Coverage.** If the VBARC 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 eviction.

9.3 **Damage by Fire or Other Causes.** That in the event the 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. **RIGHT TO INSPECT.** IRC may enter and inspect the premises at all reasonable hours to ensure that the premises are being properly maintained and kept in good condition.

10.1 **Meetings.** IRC will schedule and conduct quarterly meetings with VBARC and the Donald MacDonald Campground Manager.

11. **ASSIGNMENT.** VBARC shall not assign, or transfer any part of this License Agreement without prior written consent of IRC which may be withheld for any reason. This License Agreement is entered into with the knowledge that only the VBARC will occupy the

office. No additional entities, whether permanent or temporary shall be permitted to occupy the office space during the term of the License Agreement without IRC's written consent. VBARC shall not mortgage the premises.

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 VBARC at:

The Vero Beach Amateur Radio Club, Inc.  
4225 43<sup>rd</sup> Avenue  
Vero Beach, Florida 32967

Such notices to IRC shall be addressed as follows:

Indian River County Parks and Recreation  
Attention: Parks and Recreation Director  
5500 77<sup>th</sup> Street  
Vero Beach, Florida 32967

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 VBARC, hereunto affixed our hands and seals at Vero Beach, Indian River County, Florida, the day and year first above written.

THE VERO BEACH AMATEUR  
RADIO CLUB, INC.

By: Philip R. Mollica Jr.  
PHILIP R. MOLLICA JR.  
Printed Name

Witnessed by:

signature: Keri Smith  
printed name: Keri Smith

BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY, FLORIDA

By: Susan Adams  
Susan Adams, Chairman

Approved by BCC: June 23, 2020

Approved by:

Jason E. Brown  
Jason E. Brown, County Administrator

signature: \_\_\_\_\_  
printed name: \_\_\_\_\_

ATTEST:

Jeffrey R. Smith, Clerk of Court  
and Comptroller

By: Jacqueline Rizzo  
Clerk

Approved as to form  
and legal sufficiency

By: [Signature]  
Susan J. Prado  
Assistant County Attorney

Donald MacDonald Campground Office - Exhibit A

