



LICENSE AGREEMENT

July **THIS LICENSE AGREEMENT** (License), executed this 29 day of July, 2021 is made between the TOWN OF LAKE PARK, a Florida municipal corporation and FOREST DEVELOPMENT LLC, a Florida corporation.

WITNESSETH

WHEREAS, the Town of Lake Park (hereinafter "Town") has been approached by Forest Development LLC., (hereinafter "Renter") regarding whether or not the Town will make available to the Renter office space in the Marina Meeting Room located at Lake Park Harbor Marina (hereinafter "Marina").

WHEREAS, the Town hereby finds that the Renter's use of office space in the Marina Meeting Room will provide the Renter with an onsite location during the development and construction of Nautilus 220, for which the Renter is the developer; and

WHEREAS, the Town hereby finds that permitting the Renter to use its Marina property will be beneficial to the Town and the Renter; and.

NOW THEREFORE, in consideration of the covenants contained herein, the Town hereby grants a non-exclusive License to the Renter for the use of a portion of the Marina subject to the terms and conditions below.

Section 1. Premises.

The Town agrees to provide the Renter with the use of office space in the Marina Meeting Room located at the Marina. The location of the space to be made available shall be at the Town's sole discretion. The Premises shall be used by the Renter as an office for staff and customers/guests only. Special events and other uses are not permitted unless advance authorization is granted by the Town. The area for the uses recited herein is collectively referred to herein as "the Premises."

Section 2. Security Deposit and Annual License Fee.

The Renter agrees to pay a one-time non-refundable Security Deposit of Seven Hundred and Twenty Dollars (\$720.00) and a monthly License Fee of Seven Hundred and Twenty Dollars (\$720.00) to the Town payable on the first day of every month during the License.

Section 3. Term.

The term of this License shall be from August 1, 2021 through December 31, 2021. The annual term notwithstanding this License shall automatically renew on its anniversary date for successive one year terms unless either party provides written notice of termination of this License at least thirty days (30) before the expiration date.

Section 4. Surrender of the Premises / Termination.

Upon termination of this License, the Renter shall surrender the Premises in the same condition as existed upon the commencement date of the License, ordinary wear and tear expected and

shall deliver all keys to the Premises to the Town. The Town and the Renter may whenever the interests so require, terminate the License, in whole or in part, without cause. The Town and the Renter must provide thirty days (30) days prior written notice to terminate the License

Section 5. As Is Condition of the Premises / Improvements.

The Renter accepts the Premises in its "as-is" condition. The Renter hereby agrees that any improvements it may wish to make shall be at its sole cost and expense, and any proposed improvements shall be subject to the prior approval of the Town. Furthermore, given that this License is intended to be temporary in nature, the Renter acknowledges that this License in no way is meant to encourage improvements to the Premises.

Section 6. Maintenance of the Premises.

The Renter shall use reasonable efforts to avoid unnecessary wear and tear on the Premises and to conserve water, electricity and other utilities. The Renter, at its sole expense, shall maintain its portion of the Premises in a clean, orderly and presentable condition, free of rubbish and trash. Any garbage and trash generated from the Renter's use of the Premises shall be promptly removed and deposited by the Renter in the approved trash or recycling containers provided for such purposes. No outside storage of any of the Renter's personal property is permitted. The Renter, including its employees and guests shall not cause any litter or debris to be dumped or deposited upon interior or exterior portions or common areas of the Marina property.

Section 7. Use of Premises / Hours of Operation.

The Town agrees to make available to the Renter the use of the Premises 24 hours a day, seven days a week. The Town agrees to provide the Renter with fourteen (14) days advance notice if the Marina Meeting Room is unavailable during the established days and times.

Section 8. Keys.

The Town shall furnish the Renter with one key to the Marina Meeting Room and one key to the restrooms located at the Marina. No additional keys shall be made by the Renter without the expressed written permission of the Town Manager, nor shall any locks be added or changed without the Town Manager's written approval.

Section 9. Alcoholic Beverages Prohibited.

No alcoholic beverages of any kind shall be brought into, stored, sold or consumed upon the Premises by the Renter at any time.

Section 10. Indemnification and Insurance.

The Renter shall indemnify, defend and hold harmless the Town and its elected and appointed officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non- performance of the services contemplated by the License which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Renter to comply with any of the requirements specified within the License, or the failure of the Renter to conform to statutes, ordinances, or other regulations or requirements of any Renter expressly agrees to indemnify and hold harmless the indemnities, or

any of them, from and against all liabilities which may be asserted by an employee or former employee of the Renter, or any of its contractual staff, if applicable and as provided above, for which the Renter's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Prior to the execution of the License, the Renter shall submit a copy of the insurance policy which is acceptable to the Town with the following coverage and minimum limits of liability:

- a) WORKERS' COMPENSATION INSURANCE for all employees of the OPERATOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the OPERATOR and all subcontractors. EMPLOYERS LIABILITY limits are required to be not less than \$1,000,000.00 EACH ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.
- b) COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, and \$2 million aggregate.

Section 11. Parking.

The Renter agrees that its employees and guests shall park their vehicles only in such spaces as the Town may designate for its use.

Section 12. Assignment.

The Renter shall not assign, delegate, or otherwise transfer any of its rights and obligations as set forth in this License. Any attempt to do so shall immediately terminate this License.

Section 13. Notices.

All notices under this License shall be given in writing.

Notices to the Town shall be mailed or delivered to:

Town of Lake Park
Attention: John D'Agostino, Town Manager
535 Park Avenue
Lake Park, FL 33403

Notices to the Renter shall be mailed or delivered to:

Forest Development LLC
Attention: Peter Baytarian, Manager
1199 Federal Highway, Suite 161
Boca Raton, FL 33432

Section 14. Governing Law / Venue.

This License shall be governed by the laws of Florida and venue shall lie in Palm Beach County, Florida.

Section 15. Attorney Fees.

In the event the terms of this License must be legally enforced by either party, the prevailing party may recover its costs and reasonable attorney fees incurred in enforcement thereof, including appeals.

Section 16. Entire Agreement.

This License sets forth all of the promises, agreements, conditions, and understandings between the Town and the Renter relative to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this License will be binding on the parties hereto unless in writing and signed by them.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK, FLORIDA

By: _____

Printed Name: John D Agostino

Title: Town Manager

FOREST DEVELOPMENT LLC

By: _____

Printed Name: Peter Baytarian

Title: Manager

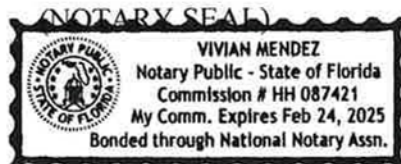
ATTEST:

Vivian Mendez, Town Clerk

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 29 day of July 2021 by John D'Agostino, Town Manager of the Town of Lake Park, and who is personally known to me.



Notary Public, State of Florida