

## **PARKING LICENSE AGREEMENT**

THIS PARKING LICENSE AGREEMENT ("License") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Lake Worth Beach, Florida**, a Florida municipal corporation, whose mailing address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460 ("City"), and **PB Hotel Property LLC dba Four Seasons Resort Palm Beach**, a Foreign Limited Liability Company authorized to do business in the State of Florida with a mailing address of 500 W. Cypress Creek Rd., Suite 300, Ft. Lauderdale, FL 33309 ("Licensee").

### **RECITALS:**

**WHEREAS**, the City owns and controls the Lake Worth Beach Municipal Beach; and

**WHEREAS**, the Licensee is desirous of using thirty (30) parking spaces within the City's Old Bridge Park parking lot area to provide Licensee's employees with parking; and

**WHEREAS**, in order to use the parking spaces, the City requires that the Licensee enter into this non-exclusive License; and

**WHEREAS**, the City finds providing a license to the Licensee under the terms and conditions set forth herein serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and Licenses contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them into this License.

2. **Grant of nonexclusive, limited license.** The City hereby grants to the Licensee a nonexclusive, limited license and access to use thirty (30) parking spaces located at the Old Bridge Park parking lot, as specifically set forth in **Exhibit A**, attached hereto and incorporated herein, for Licensee's employee parking (hereinafter referred to as the "Premises"). The Licensee shall ensure that its employees shall park vehicles only on the Premises and not in any unauthorized parking space. However, during certain events (as determined by the City) and the Farmers Market, the City hereby grants to the Licensee a nonexclusive, limited license and access to alternative parking spaces, as specifically set forth in **Exhibit B**, attached hereto and incorporated herein ("Alternative Parking"), which depicts a section of the lot just north of Lake Avenue and directly across the street from the lower beach lot. If the Alternative Parking is full and Licensee is in need of overflow parking during the Farmers Market hours only, the City hereby grants to the Licensee a nonexclusive, limited license and access to overflow parking, as specifically set forth in **Exhibit C**, attached hereto and incorporated herein ("Overflow Parking") which depicts several parking spaces in the lower beach lot located just south of the Alternative Parking.

The Licensee shall abide by all policies, procedures, rules and regulations, whether in existence now or forthcoming, of the City for the use of the Premises, Alternative Parking, and Overflow Parking (collectively, "Multiple Parking Premises"). This License is non-transferable, non-assignable, and considered temporary in nature. The Licensee shall in no way interfere with or obstruct the use of the Multiple Parking Premises by the general public. Licensee acknowledges that one or more of the Multiple Parking Premises may be unavailable for use (as determined in the City's sole discretion) during certain special events, times of construction, repairs, maintenance or some other occurrence and that during that time this License will not be valid. Licensee acknowledges that from time to time the City, in its sole discretion, may restrict the use of one or more of the Multiple Parking Premises to a more limited portion. These restrictions or unavailable times will be communicated to Licensee at least forty-eight (48) hours in advance, if reasonably



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possible. Licensee shall follow all directions from the Leisure Services Director or his/her designee as it relates to the terms and conditions of this License.

3. **Term of License; termination.** This License shall begin on the date set forth above and shall continue for five (5) years unless otherwise terminated as set forth herein. The parties may agree to extend this License by written amendment signed by both parties. Either the City or Licensee may terminate this License upon thirty (30) days' prior written notice to the other party. Upon expiration or termination of this License, all vehicles shall be removed from the Premises and the Premises shall be restored back to its original condition. In the case of early termination by either party, the monthly payment will be pro-rated to reflect the actual days the License was in effect prior to termination.

4. **Payment.** For the first and second years of the five (5) year term, the Licensee shall pay to the City an annual amount of \$85,000 (plus taxes and any applicable fees) (collectively, "Annual License Fee"). The Annual License Fee shall be paid in equal monthly payments, and the initial monthly payment shall be due upon the execution of this Agreement. After the initial monthly payment, the Licensee shall pay the City by the tenth (10<sup>th</sup>) day of each month, and a late fee of five percent (5%) shall be charged if any payment is late. The Annual License Fee (before taxes are added) shall increase by three percent (3%) in the third year and thereafter shall increase by five percent (5%) in the fourth and fifth years.

5. **Maintenance; repairs.** The Licensee agrees, at its sole cost, to keep the Multiple Parking Premises in a clean condition, including the removal of trash, debris or other condition caused by the Licensee's use of the Multiple Parking Premises under this License or in violation of this License. The Licensee agrees to repair or replace at its sole cost any damage that its operation under this License may cause to the Multiple Parking Premises, except for damage caused by ordinary wear and tear. All maintenance, repairs or replacements shall be completed to the satisfaction of the City and in accordance with all federal, state, and local laws, ordinances, rules, and regulations. If the Licensee does not timely commence and complete any needed maintenance, repairs, or replacements, the City may perform the same and charge the Licensee, and the Licensee shall pay such reasonable charges upon receipt of an invoice(s) from the City.

6. **Hours of operation.** Licensee shall be allowed to use the Premises during the term of this License throughout the week during the hours of 7:00 a.m. until 11:00 p.m. During days of events and the Farmers Market, Licensee's employees may park in the Alternative Parking (**Exhibit B**) during the hours of 7:00 a.m. until 11:00 p.m. If overflow parking is needed during the Farmers Market hours, as authorized in paragraph 2 above, Licensee's employees may park in the Overflow Parking (**Exhibit C**) and shall remove their vehicles no later than the closing time of each Farmers Market. Any vehicles remaining in any of the Multiple Parking Premises outside of the authorized hours shall be subject to ticketing and/or towing as otherwise authorized by law.

7. **Indemnification; Limitation of Liability; Assumption of Risk.**

7.1 The Licensee shall, at its sole expense, indemnify, defend, and save harmless the City, its officials, employees, and agents against and from any and all claims, suits, demands, liens, liabilities, penalties, fines, fees, judgments, losses, damages and/or causes of action (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or other economic loss or bodily or personal injuries, including death, sustained by any persons or entities, and costs, expenses and attorneys' fees and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, (1) this License, (2) the use of one or more of the Multiple Parking Premises or the performance of this License (including any amendments) by Licensee, its officials, officers, employees, agents, representatives, subcontractors, guests or invitees (collectively, "Licensee Agents"), (3) the failure of the Licensee Agents to comply with applicable laws and regulations, and/or (4) any acts, omissions, negligence, recklessness, and/or intentional misconduct of one or



more of the Licensee Agents. This paragraph 7 shall also apply in the event the City shall be made a party to any litigation commenced against the Licensee or by the Licensee against any third party. Nothing contained herein shall be construed or interpreted as consent by the City to be sued nor as a waiver of sovereign immunity beyond the waiver and limits set forth in section 768.28, Florida Statutes, as amended from time to time. The parties agree that the limitations and provisions of section 768.28, Florida Statutes, are deemed to apply to this License to claims or actions arising in tort and/or contract. The Licensee acknowledges that this indemnification provision (paragraph 7) is supported by adequate consideration and shall survive the expiration or earlier termination of this License.

7.2 Notwithstanding anything to the contrary in the License, the City, its officials, officers, employees, and agents shall not be responsible or liable to the Licensee Agents (as defined above) for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages; for any third party acts or omissions; or, for any public disclosure of information made in accordance with Florida law.

7.3 Licensee acknowledges and agrees that by use of any one or more of the Multiple Parking Premises, Licensee assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause (**including the negligence of the City**). Licensee hereby forever releases and covenants not to sue the City, its officials, employees, and agents from and against any and all of the Licensee's claims, causes of action, liabilities, damages, fees, costs, and expenses (including without limitation attorneys' fees and court costs) arising out of or relating to any such loss, damage, or injury. Further, this section 7.3 shall apply to, and the City will not be liable or responsible for, any loss or damages by reason of fire, theft, collision, or any other cause to any parked vehicle(s) or their contents. Licensee further agrees that it is familiar with the condition of the Multiple Parking Premises and the suitability of the same for the intended use and accepts the Multiple Parking Premises on an "AS-IS" "WHERE-IS" basis.

8. **Insurance.** The Licensee shall, at its own expense, maintain throughout the term of this License, at a minimum, general liability insurance on a primary, non-contributing basis, in the amount of One Million Dollars (\$1,000,000) and Garage Keepers liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and shall furnish a certificate of same to the City, naming the "The City of Lake Worth Beach, its officials, employees, and agents" as an additional insured prior to the use of any one or more of the Multiple Parking Premises. Such insurance shall cover the operations of the Licensee which take place on the Multiple Parking Premises and pursuant to this License. An appropriate Certification of Insurance shall be satisfactory evidence of insurance, and the Licensee shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The Licensee's insurance shall apply on a primary basis and any insurance or self-insurance maintained by the City shall be excess of and shall not contribute to the Licensee's insurance. Compliance with these insurance requirements shall not limit the liability of the Licensee. Any remedy provided to the City by the City's insurance shall be in addition to and not in lieu of any other remedy (including without limitation as an indemnitee of the Licensee) available to the City under this License or otherwise. The Licensee's failure to maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend the License.

9. **Time to cure.** If the Licensee breaches any section of this License, the City, in its sole discretion, may provide the Licensee with a time to cure the breach. If the City is damaged in any way due to such breach and Licensee fails to cure the breach, if a time to cure was offered, the City shall have the right to immediately repair or replace the damaged property and seek reimbursement in the amount of the costs incurred to make such repairs or replacements. These remedies are in addition to any other remedy available to the City herein, at law or in equity.



10. **Third Parties; Binding Effect.** Nothing in this License, whether express or implied, is intended to confer any rights or remedies under or by reason of this License upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns. This License is binding upon the parties hereto, their heirs, successors and assigns.

11. **Applicable law; venue; remedies; waiver of jury trial; enforcement costs construing of License; binding effect.** The License shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the License will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE LICENSE. The City shall not be liable to the Licensee for any special, incidental or consequential damages of any kind whether or not caused by the City's negligence even if the parties have been advised of the possibility of such damages. If any legal action or other proceeding is brought for the enforcement of the License, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the License, the parties agree that each party shall be responsible for its own attorney's fees.

12. **Survival; Waiver; Severability; Preparation.** Any provision of this License which is of a continuing nature or imposes an obligation which extends beyond the term of this License shall survive its expiration or earlier termination. Failure of a party to enforce or exercise any right under this License shall not be deemed a waiver of that party's right to enforce or exercise said right at any time thereafter. If any term or provision of the License, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the License, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. The License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

13. **Public Records.** Licensee shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the City to perform the services.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the License following completion of the License if the Licensee does not transfer the records to the City.
- d. Upon completion of the License, transfer, at no cost, to the City all public records in possession of Licensee or keep and maintain public records required by the City to perform the service. If Licensee transfers all public records to the City upon completion of the License, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensee keeps and maintains public records upon completion of the License, Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.



**IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LICENSE, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF LAKE WORTH BEACH AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**14. Scrutinized Companies; E-Verify; Human Trafficking.**

14.1 As applicable and as provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the License, Licensee certifies that it is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel. The City and Licensee agree that the City will have the right to terminate the License if Licensee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

14.2 To the extent applicable, Licensee and its subcontractors hereunder shall register with and use the E-Verify system to verify the work authorization status of all new employees

14.3 By signing this License as set forth below, Licensee's authorized representative attests that Licensee does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

**15. Entire License; Amendments.** The City and Licensee agree that this License sets forth the entire License between the parties, and that there are no promises or understandings other than those stated herein. This License supersedes all prior Licenses, contracts, proposals, representations, negotiations, letters, or other communications between the City and Licensee pertaining to this License, whether written or oral. Unless otherwise set forth in the License, this License may not be modified unless such modifications are evidenced in writing, signed by both the City and Licensee. Such modifications shall be in the form of a written amendment executed by both parties.

**16. Compliance with law.** Licensee agrees to comply and adhere to all federal, state, and local laws, ordinances, rules and regulations applicable to its use of the Multiple Parking Premises under this License.

**17. Notice.** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person, sent by certified mail, postage prepaid, or by nationally recognized overnight courier as follows:

As to the City:

City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
Attn: City Manager

As to Licensee:

PB Hotel Property LLC  
500 W. Cypress Creek Rd., Ste. 300  
Ft. Lauderdale, FL 33309  
Attn: Owner

Notices shall be effective when received at the addresses specified above. Changes in respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of Licensee and the City.

**18. Inspector General; Public Entity Crime.** In accordance with Palm Beach County ordinance number 2011-009, this License may be subject to investigation and/or audit by the Palm Beach County Inspector General. Licensee should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as



applicable. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this License, the Licensee certifies that it, its affiliates, suppliers, subcontractor and any other contractors who will perform hereunder, have not been placed on the convicted contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

19. **Counterparts.** This License may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties may sign this License electronically or via email, fax, or other electronic form and such signature shall be deemed an original signature.

20. **Effective.** This License shall not become effective until executed by the City.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Parking License Agreement as of the date and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

LICENSEE:

**PB HOTEL PROPERTY LLC DBA  
FOUR SEASONS RESORT PALM BEACH**

[Corporate Seal]

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

Print Name: MAZEN SALEH

Title: GENERAL MANAGER

STATE OF Florida  
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 20<sup>th</sup> day of March 2025, by Mazen Saleh, as the General Manager of **PB HOTEL PROPERTY**

LLC DBA FOUR SEASONS RESORT PALM BEACH, who is authorized to do business in the State of Florida, produced FL Driver's License as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct and that he or she is duly authorized to execute the foregoing instrument and bind the Licensee to the same.

Notary Seal:



  
Notary Public Signature

My Commission Expires: Sep 22<sup>nd</sup>, 2028

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**EXHIBIT A  
(Premises)**





**EXHIBIT B**  
**(Alternative Parking)**



**EXHIBIT C**  
**(Overflow Parking – see blue rectangle)**



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