

**CITY OF MADEIRA BEACH
REVOCABLE LICENSE AGREEMENT
MADEIRA BEACH MARKET**

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the CITY OF MADEIRA BEACH, a municipal corporation of the State of Florida (hereinafter the "City") and TAMPA BAY MARKETS, INC, a Florida corporation (hereinafter the "Market Manager", for itself and as an agent for the individual Vendors participating in the event authorized hereunder.

For and in consideration of the mutual covenants herein made and agreed to be kept and in consideration of other good and valuable considerations the sufficiency and receipt of which is hereby acknowledge, the parties do hereby agree as follows:

1. The City does hereby grant and the Market Manager does by these presents accept a revocable license for itself and as agent for the individual Vendors referred to herein for the temporary use of public land identified as 'Madeira Way' and as described in Exhibit A hereinafter referred to as "Event Space" or "Space" for the use of the Market Manager and the Vendors participating in the event for the purpose of the Vendors' sublicensing from the Market Manager vending space on a one time or multi-week basis for the sale of fruits, vegetables, food, plants, flowers, crafts and other products or items directly related to the preparation of food as is mutually found acceptable to the Market Manager and the City.

The term "Event" refers to each use of the Madeira Beach Market location by the Market Manager pursuant to the terms of this Revocable License Agreement.

The Market Manager shall act as spokesperson for the Market and shall have the right to recruit and assign spaces to Vendors for individual days of operation orally or by written agreement, but such Vendors shall not be granted any rights of use or possession not specifically allowed herein and such Vendors shall have their right of use revoked immediately in the event that this Agreement is revoked or terminated. No other use or occupancy shall be made of said public land and such display space shall only be used within the dates and times as are specifically set forth herein and at no other date or time.

The Market Manager shall not disparage or criticize the City, the Mayor, Vice Mayor, City Commissioners, Charter Officials, City staff or the Madeira Beach Market in any way, including but not limited to, verbally, in writing or by Facebook, Twitter or other electronic media.

2. The term "Vendor" shall be defined as those persons or entities acting under the approval and assignment of a Vendor space by the Market Manager for use as a Vendors' space only. Vendor count to be determined and approved by the Market Manager and shall be reviewed and approved by the appropriate public health and safety officials. The City may limit the number of Vendors if it concludes in its sole and unlimited discretion that the public health and safety would be served by a greater limitation of the number of Vendors

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participating. Madeira Beach residents shall receive first consideration as Vendors, if products, quality and reliability are equal. The Market Manager shall establish a Vendor waiting list. The City retains the absolute right at any time to cancel this Agreement with the Market Manager upon five (5) days written notice in the event that it determines in its sole discretion that the public good is not served by continuation of this Agreement. Only with the approval of the Market Manager will any Vendor use gas or other flammable materials as a part of its display or sales activities and there shall be no sale of alcohol by any Vendor.

3. This Revocable License Agreement grants only the temporary and revocable right of use in the form of a temporary license and shall not be deemed to establish a landlord/tenant relationship between the parties or any other right in real property that is cognizable under the terms of Chapter 83, Florida Statutes, or any other right of use or of occupancy or of possession except as is otherwise specifically set forth herein. Any other right of use or occupancy, which is not specified herein, shall not arise in any other manner from the license herein granted
4. The Market Manager shall have a right to have Vendors occupy and use the Event Space for the purposes of sales during the "Season". Event hours will initially be 10 am - 2 pm and, if necessary, will be adjusted as required. The days of the "Season" must be mutually agreed upon between the Market Manager and the City. Request for dates shall be included in a completed Special Events Application, which will be provided to the Market Manager by the City. Such time periods are hereinafter referred to as the "Season" ; such Season shall be computed on the City's fiscal year, October 1 - September 30. The agreed upon days and hours shall be solely for the purposes of active sales of products and the Vendors shall have the right to use and occupy the said space for an hour before such time period and for one hour after the foregoing hours of active sales for the purposes of assembling and disassembling the sales space and its Vendor displays. The Event Space shall be occupied and used at no other dates and times.
5. The Market Manager and Vendors of the Market Manager shall not be considered agents or employees of the City of Madeira Beach for any purpose whatsoever. The Market Manager and his sub-licensed Vendors shall be responsible for all permits and licenses necessary for the conduct of sales activities in the Event Space including all Pinellas County Health Department and the Florida Department of Agricultural or other regulatory agency approvals. Any violation of the licensing requirements, health requirements or of any other requirements of other regulatory or law enforcement agencies shall be deemed to be sufficient cause for the immediate revocation of this License Agreement and the removal of the Market Manager and the sub-licensees from the Space.
6. The Market Manager shall be responsible for providing the assembly and the removal of all sub-licensed Vendor tables and displays and other items of personal property used to conduct sales activities. No tables or chairs or other items will be placed on public sidewalks. The Market Manager shall be responsible for cleaning up the Event Space and

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the area in its immediate vicinity of all trash, litter and garbage and emptying trash cans plus removal of all tables, trash cans, chairs, cones, and all other equipment used by the Madeira Beach Market after each event.

7. The Market Manager shall compensate the City of Madeira Beach for use of the event site, public land identified in Paragraph 1 above during the agreed upon dates and times referenced in Paragraph 4 as follows:
 - a. \$1,000 damage and clean-up deposit.
 - b. \$50.00 per event charge for each scheduled market date. (Fee represents 2 x \$25 for each hour of staffing utilized for setup and breakdown of the market and the hourly rate for staffing fee shall remain consistent with the City of Madeira Beach Fee's and Collections Manual.

The deposit in the amount of \$1,000 is payable to the City by the Market Manager not less than fourteen (14) days prior to the first event date of the Season. The damage and clean-up deposit shall be refunded in whole or in part upon satisfaction by the City that the event site as determined by the City has been properly cleaned up and any damages have been accounted for and repaired. If damage fees are less than \$1,000, the remainder of the damage deposit, at the discretion of the City, may be returned to the Market Manager.

The Market Manager shall make payment to the City on the last day of the month for all events taking place during that month.

8. The Market Manager and sub-licensed Vendors hereby indemnify and save the City of Madeira Beach harmless from any and all costs, judgments, fees, penalties, attorney fees and any and all charges whatsoever arising from the Market Manager's and Vendors sub-licensees' use of the Event Space and such indemnification shall include the agents, officers, elected officials and employees of the City. As a condition precedent to the Market Manager conducting sales activities within the Event Site, the Market Manager shall deliver to the City a policy of liability insurance for personal injury and product liability in the amount of \$1,000,000 in the form as is otherwise established by regulations issued by the City Manager or as is suitable to the City Attorney. The City of Madeira Beach will be named as an additional insured on such insurance policies from the issuing insurance company. The lapse, cancellation or non-delivery of such insurance policies shall immediately cancel all rights of the Market Manager under this Agreement without any further notice or action on the part of the City. The insurance policy will provide that before lapse, cancellation or change in the insurance policy that the City of Madeira Beach is notified of such lapse, cancellation or change. The required policy shall be delivered to the City not less than fourteen (14) days prior to the use of the site.

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9. No vehicles shall be parked within the Event Space except for the purpose of assembly or dismantling displays or other items placed within the Event Space for sales activities unless special permission is granted by the City of Madeira Beach. The Market Manager shall not make any modifications to the ground or improvements thereon in order to conduct sales activities or secure displays. Any damage outside of normal wear and tear done to the improvements on the Event Spaces, including the asphalt paving, landscaping, grass, sod, curb stops or any and all improvements agreed to or allowed by the Market Manager shall be corrected or repaired by the Market Manager.
10. This Agreement and the license rights granted hereunder shall not be assignable by the Market Manager to any other person, firm or corporation and shall be entirely personal to the Market Manager. No other persons, except Vendors, shall be allowed to occupy or use the Event Space for commercial activities. No other sales activities may be conducted on or other use made of the Event Space except as is specifically identified as Vendor lessee's space. The City shall retain the absolute right to cancel this license as is above set forth and to allow the use of the Event Space by other persons for any reason or purpose that it deems to be in the public interest without liability whatsoever to the Market Manager or Vendors for any lost profits or other damages that may be sustained by the Market Manager or sub-licensee because of the cancellation or reassignment of rights for the Event Space.
11. The Market Manager may approve broadcasting of music or other production of sound incident to the conduct of sales activities within the Event Space appropriate to the Market and in accordance with City Ordinances, as approved by City employees or other persons placed in control or authority over the Event Space by the City.
12. At all times, the City shall have the absolute right to disapprove the sale of any item that it deems inappropriate to be sold from City-owned property. The Market Manager and Vendors do hereby waive any and all claims for damages, lost profits, or any other economic loss or cost arising from a decision of the City to disapprove the sale of any item or material, including materials enjoying protection of the First Amendment of the Constitution of the United States.
13. The City shall retain the right at all times during the term of this Agreement to preempt use, cancel or recapture any sales day or group of sale days for the purpose or public use of the Event Space licensed hereunto, or for the use of such Event Space by any other person or group for an event approved by the City, or for the purpose of eliminating sales activities for any reason deemed appropriate by the City, or for the purpose of eliminating sales activities for any reason deemed appropriate by the City in the public good. Such right of preemption, cancellation or recapture shall be within the sole and absolute discretion of the City and shall not give rise to any claim for damages or lost profits by the Market Manager or Vendors. Every attempt will be made to notify the Market Manager at least 6 weeks in advance and any cancellation of the Market will be a last resort.

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14. The City Manager or his/her designee may adopt and issue regulations regarding the conduct of sales activities in the Event Space or any other matters material to this Agreement and such regulations, upon issuance by the City Manager or his/her designee, shall become a part of this Agreement and the Market Manager and Vendors shall be bound by the terms thereof. The Market Manager at all times will obey all laws of the Federal, State, County and City and their administrative agencies while conducting this event on City property. Failure to abide by the terms or conditions of this Agreement shall result in a minimum \$1,000 penalty fee payable to the City by the Market Manager.
15. In the event Madeira Way, the event area, or adjacent property come under construction during the duration of this agreement, the City and Market Manager shall work together to find a mutually agreed upon alternative location for the event to operate.
16. The term of this Agreement shall be for a period of five years commencing on the date of approval, and shall end on the 31st day of September 2028. The Agreement may be renewed for one additional five (5) year period by mutual agreement between the Market Manager and the City.
17. Time is of the essence in all aspects of this Agreement and failure to comply with any of the terms or conditions of this Agreement shall be deemed to be a material breach hereof.
18. Any and all previous agreements, oral or written, shall be void and of no further force and effect. No modifications shall be made in this Agreement between the parties unless such modification is in written form and executed with the same format as this Agreement.
19. The City will require payment from TAMPA BAY MARKET, INC for the event whether the event takes place or not due to inclement weather, except, in the case of serve weather (hurricane/lightning). The City will determine, in its sole discretion, if payment will be due.
20. This Agreement shall not be recorded in the Public Records of Pinellas County, Florida.

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IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first above written.

TAMPA BAY MARKETS, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY
City Of Madeira Beach

By: _____

Jim Rostek, Mayor

By: _____

Robin Gomez, City Manager

APPROVED AS TO FORM:

By: _____

Thomas J. Trask, City Attorney, B.C.S.

ATTEST:

By: _____

Clara Vanblargen, City Clerk