

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement" or "License") is entered into this _____ day of _____, 2026, by and between **CITY OF WAUCHULA, FLORIDA**, a municipal corporation authorized to do business in the State of Florida ("City") and **PEACE RIVER ENTERTAINMENT & PERFORMING ARTS CENTER, INC.**, a Florida nonprofit corporation ("Licensee"), (City and Licensee sometimes together referred to hereinafter as the "Parties").

RECITALS

1. City is the owner of the Historic City Hall & Auditorium (the "Facility"), which is located at 225 E. Main Street, Wauchula, FL 33873.
2. Licensee is a nonprofit organization and has requested permission to utilize portions of the Facility for rehearsals and performances.
3. The City is willing to grant a license to permit such use under the terms and conditions of this Agreement, while retaining full ownership, control and operational authority over the Facility.
4. The parties covenant and agree that they have the power and authority to enter into this Agreement and bind themselves to the provisions of this Agreement.

ACCORDINGLY, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, City and Licensee hereby agree as follows:

SECTION 1. RECITALS. The foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. GRANT OF LICENSE. City hereby grants to Licensee a temporary, revocable, non-exclusive license to use designated portions of the Facility, specifically, the auditorium seating area, stage, backstage areas, sound booth, and shared access to the foyer and concession area in connection with theatrical rehearsals and performances or other entertainment or performing arts events produced by Licensee (the "Permitted Uses"). This license does not include office spaces, City Commission Chambers, or any leased tenant areas in the Facility. Licensee shall not represent itself as the owner or operator of the Facility; however, Licensee may identify the Facility as the location of its productions. Licensee may permit use of the portions of the facility designated in this Section 2 by other parties acting under Licensee's direction or control (collectively, "Licensee Parties"). Licensee shall remain responsible for all acts and omissions of Licensee Parties under this Agreement. Licensee shall not remodel, renovate, or otherwise permanently alter any portion of the Facility without the written permission of the City. Licensee shall not create unsafe conditions, or maintain any activity or condition that may constitute a nuisance. Licensee may assign this Agreement only with the prior written consent of City, which shall not be unreasonably withheld. Any approved assignee shall assume all obligations of Licensee under this Agreement.

SECTION 3. DURATION AND REVOCABILITY. The license granted by this Agreement shall commence on the Effective Date and shall continue until June 30, 2027, (the "Initial Term"), unless earlier revoked by the City as provided herein. Upon expiration of the Initial Term, this Agreement may be renewed for successive one (1) year terms upon written mutual agreement

of the Parties ("Renewal Term"). Licensee shall have no automatic right to renewal or extension of this Agreement. The Parties intend to continue this Agreement in good faith so long as Licensee remains in compliance with the terms of the Agreement. The City reserves the right to modify the terms and conditions of any Renewal Term, including but not limited to adjustments to the annual facility use fee, scheduling provisions, and operational requirements. The City will provide modified terms to the Licensee 90 days prior to the expiration of the current agreement term. Notwithstanding the foregoing, this License shall remain revocable by the City in accordance with the terms of this Agreement. Upon expiration or revocation of the license, all rights granted herein shall terminate.

SECTION 4. COST AND EXPENSES. Licensee shall pay to City an Annual Facility Use Fee equal to the greater of:

(1) a Base Annual Contribution of One Thousand Dollars (\$1,000.00), payable in quarterly installments. The Base Annual Contribution will be prorated by quarter should the facility not be available for use due to construction, damage, or other reason. Upon each Renewal Term, the Base Annual Contribution shall increase by 3 percent (3%) unless otherwise agreed in writing by the Parties;

or

(2) a Revenue-Sharing Contribution equal to 5 % of ticket sales, net of processing fees and talent revenue share, generated from events presented, produced, hosted, promoted, or sponsored by Licensee at the Facility. Within 30 days of the close of an event, Licensee shall provide the City an accounting statement detailing all ticket sales. Licensee shall provide reasonable documentation of ticket sales upon request by the City. If 5% of ticket sales, net of processing and talent revenue share, exceeds the Base Annual Contribution paid to date, Licensee shall remit the difference between the total Base Annual Contribution and the Base Annual Contribution paid to date, to the City within 90 days after the close of the event.

Within 30 days after the Term, the parties shall reconcile the total Base Annual Contribution and total Revenue Sharing Contribution. If 5% of the total ticket sales, net of processing and talent revenue share, exceeds the total Base Annual Contribution for the Term, Licensee shall pay the remaining balance of the Revenue Sharing Contribution to the City within 15 days of the parties' documented reconciliation.

The Annual Facility Use Fee is intended to help offset utilities, maintenance, operational expenses, and general upkeep of the Facility, including access to City-owned lighting and sound systems, as well as continued availability of the Facility for Licensee's rehearsals, performances, and approved storage.

Except as otherwise provided herein, Licensee shall be solely responsible for all costs and expenses associated with Licensee's activities and use of the Facility.

SECTION 5. CONDITIONS TO LICENSE; RELEASE OF CITY.

(1) Licensee agrees that the Facility shall be utilized solely for the Permitted Uses set forth in Section 2 and otherwise in accordance with this Agreement. Licensee accepts the Facility in its "AS IS, WHERE IS" condition, without any representation or warranty of any kind, whether express or implied, from City or City Parties. Neither City nor any of its members,

employees, agents, representatives, contractors, engineers, surveyors, consultants, analysts, assigns, guests, invitees, or any parties acting under City's direction or control (collectively, "City Parties") has made or makes any warranty or representation regarding the Facility, including its physical condition, suitability for any use, or compliance with applicable laws. Licensee acknowledges that it has had full access to the Facility prior to the Effective Date, has had the opportunity to inspect the Facility to the extent deemed necessary, and is satisfied with its condition. Licensee further agrees that its acceptance of the Facility without warranties is a material inducement for City to enter into this Agreement. Licensee assumes all risks relating to the Facility and its condition, including any latent or patent defects, known or unknown. Except as expressly provided herein, City shall have no obligation to maintain, repair, or improve the Facility or to cause the Facility to comply with any laws, ordinances, regulations, or codes.

(2) Except as otherwise stated herein, Licensee hereby assumes all risk of loss, damage, injury, or liability of any kind arising out of or related to Licensee's use, occupancy, or maintenance of the Facility, including, without limitation, any injury to persons, damage to property, or claims by third parties. This includes, without limitation, property which may now or hereafter be placed in, on, or about the Facility during the Term, whether or not such property is there with the consent of City, and City shall have no liability therefore. Except as otherwise stated herein, Licensee hereby waives, releases, and discharges any and all claims against City arising out of or in any way connected with the Facility including any loss, liability, damage, costs or expenses whatsoever, suffered by Licensee or Licensee Parties.

SECTION 6. LICENSEE'S COVENANT AGAINST LIENS. Licensee shall promptly pay, or cause to be paid, all costs for work performed by Licensee or Licensee Parties on or about the Facility. Licensee shall keep the Facility free and clear of all liens, charges, or encumbrances arising from work performed, materials supplied, or services provided to Licensee or Licensee Parties. Licensee shall have no power or authority to create any lien, charge, or encumbrance on the Facility and shall notify all persons performing work or providing materials on Licensee's behalf of this restriction. No contractor, supplier, or materialman dealing with Licensee shall be entitled to a lien, charge, or encumbrance on the Facility. Licensee shall indemnify, defend, and hold City harmless from any and all claims, suits, demands, liabilities, losses, damages, costs, or expenses, including attorneys' fees and court costs, arising from liens, claims, charges, or encumbrances related to work performed, materials supplied, or services provided to Licensee or Licensee Parties. Licensee shall immediately notify City in the event Licensee receives or learns of any such claim of lien, charge or encumbrance. In the event any such claim of lien, charge or encumbrance shall be filed against the Facility and is not fully paid and satisfied or otherwise discharged of record within thirty (30) days after notice to Licensee, this Agreement shall automatically terminate, along with all rights and obligations contained herein, except those which by their terms survive any termination or expiration. Licensee shall, promptly upon request, furnish City satisfactory evidence of the payment of any such claims of lien, charges or encumbrances. The obligation of Licensee to pay such claims of lien, charges or encumbrances, as provided herein, and the obligation of Licensee to indemnify and hold City harmless from claims of lien, charges or encumbrances provided herein shall survive the termination or expiration of this Agreement.

SECTION 7. STORAGE AND REMOVAL OF LICENSEE PROPERTY; MAINTENANCE.

(1) Licensee may store theatrical sets, props, costumes, concession equipment, and related materials within designated areas of the Facility as approved by the City, including backstage areas, loft spaces, and a designated portion of the concession area.

Licensee shall maintain all stored materials in a safe, clean, and orderly condition at all times. Licensee shall ensure that:

- (a) Fire exits, access points, and walkways remain unobstructed;
- (b) Fire safety equipment remains accessible;
- (c) Materials are stored in a manner consistent with applicable safety and fire regulations.

Licensee shall not allow accumulation of excess, unused, or unsafe materials. The City reserves the right to require removal, reduction, or reorganization of stored materials if, in the City's determination, such materials create safety concerns, interfere with operations, or exceed reasonable storage limits after notice to Licensee. All materials stored by Licensee shall remain the sole responsibility of Licensee. The City shall not be responsible for any loss, theft, or damage to Licensee's property stored within the Facility.

(2) Upon expiration or termination of this Agreement for any reason, Licensee shall, at its sole cost and expense, remove all equipment, materials, sets, props, costumes, concession items, and any other personal property from the Facility. Such removal shall occur within thirty (30) days following termination, unless otherwise directed by the City. Any property not removed within such time may, at the City's option:

- (a) Be removed and disposed of by the City at Licensee's expense, or
- (b) Be deemed abandoned.

(3) Licensee shall not make, allow, or permit any additions, alterations, or improvements to the Facility without prior written consent of City. Licensee shall not place or maintain any articles or materials of a dangerous, flammable, explosive, or otherwise hazardous nature within the Facility, and shall not perform any act that could increase the risk of fire, injury, or property damage.

(4) Licensee shall neither keep nor have in the Facility any article or thing of a dangerous, inflammable or explosive character or do anything in or about the Facility that might unreasonably increase the danger of fire or that might be considered hazardous by any responsible insurance company, or in any way tend to increase the casualty insurance rates for the Facility. Licensee shall not create either through acts of commission or omission Hazardous Substance (as hereinafter defined) contamination on the property. Licensee hereby expressly agrees to hold City harmless from and against any loss or damages resulting from failure to comply with this section. This indemnity shall expressly survive the expiration or termination of the Agreement. "Hazardous Substance" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state super lien or environmental clean up statutes. Notwithstanding the foregoing, "Hazardous Substance" shall not include any substances used for agricultural purposes and not in violation of applicable law at the time of use.

(5) Licensee shall maintain all backstage, stage, dressing rooms, concession, storage and other production-related areas utilized by Licensee in a clean and orderly

condition during and following its activities. Licensee shall be responsible for routine cleanup associated with its rehearsals, performances, concessions, backstage use, and related activities, including removal of trash and restoration of areas used by Licensee to their pre-use condition. During Licensee production periods, Licensee shall be responsible for providing consumable supplies utilized primarily in connection with Licensee activities within backstage and production-related areas. The City shall remain responsible for general building maintenance, repairs, and periodic custodial services, and upkeep of common/public areas of the Facility.

SECTION 8. TERMINATION OR REVOCATION OF LICENSE.

(1) In the event that Licensee fails to timely or properly discharge any of its obligations set forth in this Agreement, City may immediately terminate this Agreement, along with all rights and obligations contained herein, except those which by their terms survive any expiration or termination of this Agreement without any liability to City. Except in cases involving safety concerns, the City shall provide reasonable notice and an opportunity to cure. The obligations of Licensee set forth in this Section 8 shall survive termination or expiration of this Agreement.

(2) This License shall be revocable upon written notice by the City if any of the following occurs:

- (a) Licensee breaches any term of this Agreement during the Term;
- (b) City determines that the Facility is needed for any public purpose;
- (c) Licensee represents itself as owner/operator of the Facility;
- (d) Failure to pay annual fee.

SECTION 9. OCCUPANCY AND USE OF THE FACILITY.

(1) Licensee shall use the Facility only for the Permitted Uses specified in Section 2 of this Agreement and for any reasonable accessory uses. Licensee shall not use, or permit use of, the Facility for any illegal, immoral, or improper purpose. Licensee shall not create or allow any condition that may constitute a public or private nuisance, be deemed hazardous by the City or City's insurer, or otherwise disturb the peace, comfort, or safety of neighbors.

(2) The City retains sole authority over scheduling of the Facility. Licensee shall submit requested rehearsal and performance dates in advance for approval by the City. The City reserves the right to prioritize City events and revenue-generating rentals when reviewing and approving requested dates. Once dates are approved and scheduled by the City, the City will make reasonable efforts to not displace such scheduled performances and, to the extent practicable, scheduled rehearsals, except in the cases of public necessity, such as to accommodate emergency activities or governmental functions that cannot be reasonably accommodated otherwise. Approval of recurring rehearsal times does not guarantee exclusive or permanent use.

(3) Licensee may utilize the concession area during its events and may store concession equipment and non-perishable supplies in a designated area approved by the City. The concession area remains available for use by other authorized users of the Facility.

(4) All lighting, video, and sound equipment is owned by the City. Only individuals approved by the City may operate such systems. Licensee's trained volunteers are considered approved to operate all lighting, video, and sound equipment. Licensee may, at its discretion, provide technical support services to other renters of the Facility; however, other renters are not required to utilize Licensee for technical services. Any compensation arrangements for technical support services shall be solely between Licensee and the renter, and the City shall have no responsibility for such arrangements.

(5) Licensee shall have access to the Facility at times reasonably necessary to conduct its approved rehearsals, performances, and related activities. Such access may include recurring or ongoing access as coordinated with the City. Notwithstanding the foregoing, the City retains the right to limit or modify access to the Facility as reasonably necessary for operational, safety, or scheduling purposes. Keys, alarm codes and access devices remain the property of the City and may not be duplicated or distributed without authorization.

SECTION 10. INSPECTION BY CITY. The City and its agents shall have the right to enter the Facility at any time in order to inspect the safety, sanitation, maintenance, and use of the Facility, and to ensure that Licensee is in full compliance with its obligations under this Agreement. Nothing in this section shall limit or modify Licensee's obligations or responsibilities under this Agreement. The City will make reasonable efforts to not displace scheduled performances, to the extent practicable, except in the cases of public or emergency necessity.

SECTION 11. INDEMNITY. Licensee shall protect, indemnify, save harmless, and defend City and City's Parties from and against any and all claims, suits, demands, liabilities, obligations, penalties, causes of action, losses, costs, damages, and expenses (including, without limitation, reasonable attorneys' and paralegals' fees, whether or not suit is brought, and whether arising from mediation, arbitration, litigation, administrative proceeding, bankruptcy or, on appeal) arising out of: (i) the exercise by Licensee or Licensee Parties of Licensee's rights or obligations under this Agreement; (ii) the acts or omissions of anyone acting under Licensee's direction, control, or on Licensee's behalf; or (iii) the negligent acts, errors, or omissions of Licensee or Licensee Parties in connection with this Agreement. This indemnity shall not apply to the extent any claim, loss, or liability is caused by the negligence of City or City's Parties. Licensee retains the right to select counsel of its choice in the event this Section is triggered. The obligations of this Section shall survive the expiration or termination of this Agreement.

SECTION 12. INSURANCE & RISK OF LOSS. Licensee shall, at its sole cost, maintain throughout the Term of this Agreement insurance reasonably acceptable to City, with the following minimum coverage:

(A) **Comprehensive General Liability Insurance:** Licensee shall maintain insurance on an occurrence form with a combined single limit of \$1,000,000 per occurrence and an annual aggregate limit of \$1,000,000, which shall include coverage for broad form property damage and personal injury liability.

The City of Wauchula, including its officers, employees, agents, and volunteers, shall be named as an Additional Insured on all liability policies required under this Agreement. In the above policy, Licensee agrees to waive and will require its insurers to waive any rights of subrogation

or recovery they may have against City.

Licensee shall provide proof of coverage acceptable to City annually on the anniversary of the Effective Date. Licensee shall promptly notify the City of any cancellation, non-renewal, or material change in coverage. Failure to maintain coverage shall constitute a default under this Agreement.

City will not insure, nor be responsible or liable for, any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased, or borrowed by the Licensee Parties, or their employees, agents, or contractors.

SECTION 13. NON-EXCLUSIVE LICENSE. The City expressly reserves the right to permit other individuals, organizations, or entities to use the Facility, including the auditorium (seating area, stage, and backstage areas), foyer, concession area, sound booth, and other common areas, at any time, subject to the City's scheduling authority. Licensee acknowledges that the Facility is a shared public facility and agrees that its use shall not interfere with or restrict the use of the Facility by the City or other authorized users. The City shall have the right to enter and use the Facility at any time for governmental, operational, or rental purposes, provided such use does not unreasonably interfere with Licensee's scheduled and approved activities.

SECTION 14. NOTICES. Any notices which may be permitted or required under this Agreement shall be in writing and shall be deemed duly given as of the date and time the same are personally delivered, transmitted electronically (including by fax or email), or within five (5) days after depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, or within three (3) day after depositing with overnight delivery service from which a receipt may be obtained, and addressed as follows:

To City: 126 South 7th Street
Wauchula, FL 33873
Attention: City Manager
ominshew@cityofwauchula.com

With copies to: Kristie Hatcher-Bolin, Esquire
Gray-Robinson, P.A.
One Lake Morton Drive
Lakeland, FL 33801
Telephone: (863) 224-2200
kristie.hatcher-bolin@gray-robinson.com

To Licensee: P.O. Box 2078
Wauchula, FL 33873
tech.support@myprepac.com

Either party may designate a different address for notices by providing written notice to the other party in accordance with this Section.

SECTION 15. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between Licensee and City relating to Licensee's license for the Facility and supersedes all prior agreements, understandings, or representations, whether written or oral. This Agreement may only be amended, waived, discharged, or modified by a written instrument

executed by the party against whom enforcement of such amendment, waiver, discharge, or modification is sought.

SECTION 16. GOVERNING LAW. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Hardee County, Florida.

SECTION 17. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or an employer/employee relationship between the parties. Licensee shall at all times be deemed an independent contractor and shall not be an agent or representative of City.

SECTION 18. EFFECTIVE DATE. When used herein, the term "Effective Date" shall mean the last date that either City or Licensee executes this Agreement.

SECTION 19. NON-WAIVER. No failure of either party to exercise any right or power under this Agreement, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

SECTION 20. AMENDMENT ONLY BY WRITING. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by both Licensee and City.

SECTION 21. SUCCESSORS/ASSIGNS. This License is personal to Licensee and shall not be assigned, transferred, or conveyed except with the prior written consent of City. The provisions of this Agreement shall inure to the benefit of and be binding upon Licensee and, if applicable, any permitted assignee approved in writing by City. Nothing in this Agreement shall create any right in any successor, heir, or other person to continue the License, and this License does not run with the land. City retains the exclusive right to revoke this License in accordance with the terms of this Agreement.

SECTION 22. TIMING. Time is of the essence of this Agreement. If any time for performance falls on a Saturday, Sunday, or legal holiday, such time shall be extended to the next business day.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

ATTEST:

CITY OF WAUCHULA, a Florida municipal
corporation

Stephanie Camacho, City Clerk

By: _____
Richard Nadaskay, Mayor

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF
WAUCHULA, FLORIDA, ONLY.

Kristie Hatcher-Bolin, City Attorney

Signed, sealed and delivered in the
presence of:

LICENSEE

Witness Signature

Name:

Witness Print

Title:

Witness Signature

Date:

Witness Print

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me this _____ day of _____,
2026, by _____, who is personally known to me or has
produced _____ as identification.

Notary Signature

(Notary Seal)