



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, FL 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## **LICENSE AGREEMENT**

This License Agreement (this "License") is made and entered into this [REDACTED] day of [REDACTED] 2025 (the "Effective Date"), by and between, on the one hand, [REDACTED] [PRINT OWNER NAME HERE], **for itself, its successors and its assigns** ("Owner") and on the other hand, the City of Miami Beach ("City"), and, as applicable, the City's contractor, Brizaga, Inc. (the "Contractor") and, as applicable, Contractor's subcontractor (s) [REDACTED] [FOR CITY/CONTRACTOR USE ONLY] (the "Subcontractor(s)," and together with Contractor, the "Licensees").

Purpose: The purpose of this License Agreement is to grant the City and its contractor, Brizaga, Inc., legal access to the Owner's property listed above for the purpose of completing the phase 1 property assessment.

### **License**

Owner is the owner of the property located at [REDACTED] [OWNER TO ADD PROPERTY ADDRESS HERE] **Folio Number (available via the Miami-Dade County Property Appraiser's Website):** [REDACTED] [OWNER TO COMPLETE] (the "Property"). Owner has applied for a grant in the City of Miami Beach's *Fight the Flood* Private Property Adaptation program (the "Program") and the Property has been selected to receive a grant in respect of phase 1 of the Program. **Owner hereby grants City and the Licensees, as well as their respective employees, agents and representatives (collectively, the "Licensees") a license to enter and occupy the Property, to inspect the Property for areas at risk or potentially at risk for flood damage for the purpose of developing an action plan for improving the Property's flood resiliency for Owner's consideration (the "Phase 1 Work").** The principal objectives of the Phase 1 Work are:

- to perform a flood mitigation and sea level rise resilience assessment to evaluate the current and future flood risk of the Property
- to identify areas of possible improvement and prepare a Property-specific plan to increase flood resilience through one or more projects such as floodproofing, home elevation and green infrastructure.

### **License Term**

The term of this License shall commence on the Effective Date and shall expire upon the completion of the Phase 1 Work, unless otherwise extended by mutual agreement by the parties (the "Term").

### **Photo and Videographic Surveys of the Property**

Without limiting the generality of the rights granted pursuant to this License, Owner hereby grants permission to the Licensees to take photographs and to make videographic recordings of all, or part of the Property to document existing conditions at the Property and for all other purposes associated with the Phase 1 Work and the Project.

### **Cost of the Work; Tax Consequences**

The City shall pay all fees, costs and expenses associated with the Phase 1 Work. Owner acknowledges and agrees that payments made by the City for Owner's benefit and/or funds paid to Owner as a grant

pursuant to the Program may constitute taxable income for income tax purposes and be subject to taxation. Owner shall be solely responsible for consulting its tax specialist and for the payment of any tax that may arise in connection with Owner's participation in the Program.

### **Indemnification**

The Indemnifying Party (as defined below) shall indemnify and hold Owner harmless from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and reasonable attorneys' fees arising from or relating to any violation of law, loss of life, damage or injury to persons or property, directly caused by or in connection with use of the Property by the Indemnifying Party, its employees, representative and agents. The term "Indemnifying Party" means the Contractor and/or any Subcontractor that enters the Property to perform the Work. Each Indemnifying Party shall be required to execute this License.

### **Insurance**

Neither the Contractor nor any Subcontractor shall enter the Property until it has furnished to Owner certificates of insurance verifying it has the following insurance coverages, and the Contractor and/or Subcontractor(s), as applicable, shall maintain such coverages during the Term:

- A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury for vehicles while in the insured's care, custody and control with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000.

Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

### **Notices**

All notices and communications in writing required or permitted hereunder may be delivered by electronic mail to the name and email address(es) provided below. Notices will be deemed delivered and effective upon the sender's transmission of the email to the designated email address of the receiving Party, provided that no delivery failure or bounce-back notification is received by the sender. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

To Owner [OWNER TO PROVIDE CONTACT INFORMATION BELOW]:

NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

To the City:

City of Miami Beach  
Environment and Sustainability Department  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attn: Chief Resilience Officer

With copy to:

City of Miami Beach  
Office of the City Attorney  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attn: City Attorney

If to Contractor:

Brizaga, Inc.  
17 Rose Drive  
Fort Lauderdale, FL 33316  
Attn: Alex Bogdanoff

### **Nature of Agreement**

This License shall be deemed to create a license only and shall not be construed to be a lease, sublease, easement, assignment or other conveyance of any interest in or to the Property.

### **Miscellaneous**

- This License may not be amended, modified or terminated except by a written instrument executed by the Owner, the City through its Chief Resiliency Officer (or his or her designee or the successor administrative officer with jurisdiction over the matter) and recorded in the Public Records of Miami-Dade County, Florida. This License shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.
- The parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this License. Headers and section titles in this License are for convenience of reference only and do not modify, define or limit the provisions thereof. In the event any term or provision of this License be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this License shall remain in full force and effect.
- This License shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The City and Owner agree that any dispute, claim or controversy between them relating to or arising under this License ("Dispute") will first be submitted, by written notice, to a designated representative of both City and Owner who will meet at City's place of business or other mutually agreeable location, or by teleconference or videoconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the parties. In the event the representatives are unable to resolve any dispute within ten (10) business days after submission to them, either Party may refer the dispute to mediation. The exclusive venue for any Dispute not resolved by mediation shall be Miami-Dade County, Florida. IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, , THE OWNER AND THE CITY EXPRESSLY WAIVE ANY

RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS LICENSE AND, ACCORDINGLY, THE PARTIES AGREE THAT ANY TRIAL RELATING TO THIS LICENSE WILL BE A BENCH TRIAL.

- This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together represent one instrument binding on the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart. The Parties further agree that this License may be signed and submitted via facsimile or electronic mail.

**PROPERTY ADDRESS**\_\_\_\_\_

**TELEPHONE**\_\_\_\_\_

**OWNER NAME**\_\_\_\_\_ **TITLE (IF APPLICABLE)**\_\_\_\_\_

**SIGNATURE**\_\_\_\_\_ **DATE**\_\_\_\_\_

RETURN INSTRUCTION

**PLEASE COMPLETE AND SUBMIT THIS FORM AS PART OF THE ONLINE APPLICATION**

**City of Miami Beach (for City/Contractor use only)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Brizaga, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_