



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, FL 33139, www.miamibeachfl.gov

LICENSE AGREEMENT

This License Agreement (this "License") is made and entered into this ____ day of _____ 2024, by and among, on the one hand, _____, for itself, its successors and its assigns ("Owner"), _____, for itself, its successors and its assigns ("Tenant"), 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) _____ (the "Subcontractor(s)").

License

Owner is the owner of the property located at _____
Folio: _____ (the "Property") and Tenant occupies space at the Property identified as follows: _____ (the "Leased Premises"). Owner has authorized Tenant to apply 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 and Tenant hereby grant City, the Contractor and the Subcontractor(s), as well as their respective employees, agents and representatives (collectively, the "Licensees") a license to enter and occupy the Licensed Area (as defined below), to inspect the Licensed Area for areas at risk or potentially at risk for flood damage for the purpose of developing an action plan for improving the Licensed Area's flood resiliency for Owner's and Tenant'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, property elevation and green infrastructure.

The term "Licensed Area" shall include the Leased Premises as well as such other portions of the Property (e.g., common areas at the Property, crawl space, roof, exterior yards, etc.) as Licensees may reasonably need to access in order to access the Leased Property and accomplish the objectives of the Phase 1 Work, provided, the Licensed Area shall not include other demised premises at the Property.

License Term

The term of this License shall commence on May 1, 2024 and shall expire upon the completion of the Phase 1 Work, but no later than September 1, 2024, 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 and Tenant hereby grant permission to the Licensees to take photographs and to make videographic recordings of all, or part of the Licensed Areas to document existing conditions at the Licensed Areas 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. Each of Owner and Tenant acknowledges and agrees that payments made by the City for Tenant's or Owner's benefit and/or funds paid as a grant pursuant to the Program to or for the benefit of Tenant or Owner may constitute taxable income for income tax purposes and be subject to taxation. Each of Owner and Tenant shall be solely responsible for consulting its tax specialist and for the payment of any tax that may arise in connection with the Property's participation in the Program.

Indemnification

The Indemnifying Party (as defined below) shall indemnify and hold Owner and Tenant 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 and Tenant 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 personally to the representatives of the Owner, Tenant and Licensees listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch). Notices will be effective: if delivered personally, on delivery; if mailed to an address in the city of dispatch, on the second day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

To Owner:

NAME: _____
ADDRESS: _____

To Tenant:

NAME: _____
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

If to Subcontractor(s):

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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 Tenant, the City through its Chief Resiliency Officer (or his or her designee or the successor administrative officer with jurisdiction over the matter), the Contractor and any Subcontractor(s). 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. Each party agrees that any dispute, claim or controversy between or among them relating to or arising under this License (“Dispute”) will first be submitted, by written notice, to a designated representative of the parties involved in the Dispute 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, any Party involved in the Dispute may refer the it 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, EACH PARTY EXPRESSLY WAIVES ANY RIGHTS SUCH 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 _____

TENANT NAME _____ TITLE (IF APPLICABLE) _____

SIGNATURE _____ DATE _____

RETURN INSTRUCTION

PLEASE COMPLETE AND RETURN ORIGINAL SIGNED FORM TO BE PICKED UP BY THE TEAM

Contact _____, _____

phone: _____

City of Miami Beach

By: _____

Name: _____

Title: _____

Brizaga, Inc.

By: _____

Name: _____

Title: _____

For Subcontractors, as applicable

_____.

_____.

_____.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____