



THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 2nd day of April, 2024, by and between Doral 8200 Office, LLC, Doral 8240 Office, LLC, Doral 8300 Office, LLC and Doral 8350 Office, LLC (collectively the "Licensor"), having an address at 8350 NW 52nd Terrace, Suite 204, Doral, FL 33166 and The City of Doral ("Licensee").

**1. LICENSE TO USE.** Licensor hereby grants Licensee a non-exclusive license to use the designated areas of the Parking Facilities in the attached Exhibit A, (the "License Area") on the designated day(s) of **Tuesday, July 4, 2024 from 3:00pm to 11:59pm** (the "License Period"). During the License Period, Licensee may not secure the License Area and the Parking Facilities.

**2. CONSIDERATION AND SECURITY.** In consideration of the License provided herein, Licensee will provide to Licensor an email communication to attendees promoting Downtown Doral and its restaurants. Licensee shall provide, at its own expense, a total of four licensed security guards from a licensed and insured company during each day of the License Period.

**3. RESTORATION.** Licensee shall be responsible for ensuring that the License Area remains in good repair during the License Period and will return the License Area to its condition prior to the License Period. Any property or items such as, without limitation, chairs, parking cones, signs, etc. that are left in or around the License Area will be removed by Licensor and may be disposed of by Licensor without any compensation or liability to Licensee or any of its agents, contractors (including, without limitation, any independent contractor) or employees. Licensor acknowledges and agrees that Licensee may videotape the License Area preceding and following the License Period to be used in the determination of the scope of damage, if any, to the Parking Facilities; provided, however, Licensor may elect to accompany Licensee during any videotaping of the License Area. Any damage to the License Area by the activities of the Licensee shall be charged including any costs associated with the general cleanup of the License area as a result of the use by Licensee. Licensor shall inspect the License Area within twenty four hours after the expiration License Period to determine the amount, if any, of damages.

**4. INDEMNIFICATION.** To the extent legally permissible under § 768.28, Fla. Stat., Licensee agrees to indemnify and hold the Licensor, its affiliates and its respective agents, partners, shareholders, officers, directors and employees harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorneys' fees and litigation expenses) to the extent caused by or as a result of the breach of Licensee's obligations hereunder or the negligent act or omission or willful misconduct of either party, their agents, contractors (including, without limitation, any independent contractor) or employees. Licensor assumes no responsibility for any events, damage to vehicles, bodily injury or anything else that may occur during the **July 4, 2024** event.

**5. INSURANCE.** Licensee shall, at its own expense, procure and maintain in full force and effect through the duration of this license commercial general liability insurance (combined single limit and property damage) in the amount of Two Million Dollars (\$2,000,000.00). Licensee shall have the policy endorsed to add the Licensor as an additional insured and shall provide to Licensor certificates evidencing coverage upon delivery of this Agreement.

**6. EVENTS OF DEFAULT.** A breach of any of Licensee's obligations under this Agreement, including, but not limited to, Licensee's failure to vacate and surrender the Licensed Premises to Licensor in the condition required under Section 3 shall be an event of default ("Event of Default") hereunder provided that Licensor have given notice of such breach to Licensee and Licensee has failed to cure such breach within one (1) business day.

**7. RIGHTS AND REMEDIES.** After the occurrence of an uncured Event of Default, Licensor shall have the right, in addition to any and all other legal and equitable rights and remedies under applicable law, to (i) revoke this License and require Licensee to immediately vacate and surrender the Licensed Premises to Licensor in the condition required under Section 3 and Licensee shall repair any damage to the Licensed Premises caused by the removal of Licensee's personal property from the Licensed Premises at Licensee's sole cost and expense if requested by Licensor, and/or (ii) perform, on Licensee's behalf, the act or acts which Licensee failed to perform, including but not limited to, the right to clean the Licensed Premises, at Licensee's sole cost and expense. Licensee shall reimburse Licensor for all reasonable and documented costs and expenses associated with any such performance by Licensor, together with interest thereon from the date expended until the date payment is received at a rate of ten percent (10%) per annum but in no event greater than that permitted by applicable laws, and any such performance shall not waive or cure any Event of Default. All remedies of Licensor shall be cumulative.

**8. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**9. NOTICES.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) delivered personally, (ii) delivered by guaranteed overnight delivery services, or (iii) sent by certified mail, return receipt request, postage prepaid, addressed as below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered or sent by overnight delivery service shall be deemed received on the date of delivery (or rejection). All notices forwarded by mail shall be deemed received (or rejected) on the date of the return receipt.

**LICENSOR:** Doral 8200 Office, LLC,  
Doral 8300 Office, LLC,  
Doral 8350 Office, LLC,  
Doral 8240 Office, LLC

Attn: Adrian Morales  
Telephone: (305) 569-2207

**LICENSEE:** City of Doral, Parks & Recreation  
8401 NW 53 Terrace  
Telephone: (305) 878-2646  
Attn: Erin Sullivan

Any party may, by written notice to the other, change the address to which such communication shall be sent, and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

**10. ASSIGNMENT.** The provisions hereof shall inure to the benefit, and be binding upon the successors, legal representatives and assigns, of the parties hereto. Licensee may not assign this Agreement without the approval of the Licensor.

**11. FORCE MAJEURE/CANCELLATION.** The term "Force Majeure" shall mean acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, malicious mischief, insurrection, riots, labor disturbances, public enemy, war, landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction and any other similar circumstances beyond the reasonable control of a party. Each party acknowledges and agrees that Licensee shall have the right to cancel or reschedule the License Period as a result of a Force Majeure event. In the event of cancellation, neither party shall be responsible to reimburse any expenses or fees of the other party in connection with such cancellation, and this Agreement shall automatically terminate, except Licensor will be obligated to immediately return to Licensee the consideration set forth in Section 2 above.

**12. ENTIRE AGREEMENT.** This Agreement may be executed by the parties hereto in separate counterparts, including by "portable document format" ("pdf") or electronic signatures, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by pdf shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be given full legal effect in accordance with the Uniform Electronic Transaction Act, Fla. Stat. §668.50 et seq. Both parties agree that this Agreement represents the entire understanding of the parties.

**13. AMENDMENTS.** Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both parties, and attached as an addendum to this Agreement.

**14. EXCULPATION.** THE TERM LICENSOR AS USED IN THIS AGREEMENT SO FAR AS COVENANTS OR OBLIGATIONS ON THE PART OF LICENSOR ARE CONCERNED SHALL BE LIMITED TO MEAN AND INCLUDE ONLY THE OWNER OR OWNERS AT THE TIME IN QUESTION OF THE LICENSOR'S INTEREST. LICENSEE ACKNOWLEDGES AND AGREES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, THAT NO TRUSTEE, DIRECTOR, OFFICER, PARTNER, MEMBER, MANAGER, EMPLOYEE OR AGENT OF LICENSOR OR ANY OF THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS SHALL BE PERSONALLY LIABLE FOR ANY OF THE TERMS, COVENANTS

OR OBLIGATIONS OF LICENSOR HEREUNDER, AND LICENSEE SHALL LOOK SOLELY TO LICENSOR FOR THE COLLECTION OF ANY JUDGMENT (OR ENFORCEMENT OR ANY OTHER JUDICIAL PROCESS) REQUIRING THE PAYMENT OF MONEY BY LICENSOR WITH RESPECT TO ANY OF THE TERMS, COVENANTS AND CONDITIONS OF THIS AGREEMENT TO BE OBSERVED OR PERFORMED BY LICENSOR.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their authorized agents.

**LICENSOR:**

Doral 8200 Office, LLC: 8200 NW 52 Terrace, Doral, FL 33166  
Doral 8300 Office, LLC: 8300 NW 53 Street, Doral, FL 33166  
Doral 8350 Office, LLC: 8350 NW 52 Terrace, Doral, FL 33166  
Doral 8240 Office, LLC: 8240 NW 52 Terrace, Doral, FL 33166

**By: Doral 8200 Office, LLC  
Codina Management, LLC  
As Property Management**

By: \_\_\_\_\_  
Adrian Morales  
Asset & Property Manager

**By: Doral 8300 Office, LLC  
Codina Management, LLC  
As Property Management**

By: \_\_\_\_\_  
Adrian Morales  
Asset & Property Manager

**By: Doral 8350 Office, LLC  
Codina Management, LLC  
As Property Management**

By: \_\_\_\_\_  
Adrian Morales  
Asset & Property Manager

**By: Doral 8240 Office, LLC  
Codina Management, LLC  
As Property Management**

By: \_\_\_\_\_  
Adrian Morales  
Asset & Property Manager

**LICENSEE:**

By: \_\_\_\_\_  
City of Doral  
Kathie Brooks  
Interim City Manager

By: \_\_\_\_\_  
City of Doral  
Greenspoon Marder, LLP  
City Attorney

# Exhibit A

