

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (“Agreement”) made this 29 day of November 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY,” and the CREATIVE PINELLAS INCORPORATED, a Florida not-for-profit corporation hereinafter referred to as “LICENSEE,” jointly referred to as the “Parties”.

WITNESSETH

WHEREAS, COUNTY and LICENSEE entered into a Lease Agreement on April 11, 2017, for a portion of the real property known as the Administration Building, located at 12211 Walsingham Road, Largo Florida, 33778;

WHEREAS, LICENSEE wishes to use a portion of the Administration Building known as the “Gallery” to facilitate community art and cultural events on a short-term basis;

NOW, THEREFORE, with regard of good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

1. EXHIBIT AREA

In consideration of the License Fee hereinafter agreed to be paid by LICENSEE to COUNTY, and in consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, COUNTY does hereby temporarily license to the LICENSEE the “Exhibit Area,” also known as the Gallery, located at 12211 Walsingham Road, Largo, Florida 33778, which is depicted in Exhibit A, attached hereto and incorporated herein. LICENSEE hereby accepts the Exhibit Area in its “as is” condition on the date of this License.

2. TERM and LICENSE FEE

This Agreement shall be effective and commence when all parties have signed the Agreement, (hereinafter the “Effective Date”), and shall be co-terminus and terminate with the Lease Agreement, which expires on April 10, 2018, the “Expiration Date”. This Agreement may be renewed for successive additional terms of 1 year each by mutual written agreement. Either

Party may terminate this Agreement at any time with 30 days written notice to the other Party. The "License Fee" shall be \$50.00 per day during any day on which an event is held within the Exhibit Area (an "Event Day"). LICENSEE shall remunerate the License Fee on a monthly basis to COUNTY, payable to the Board of County Commissioners, at the address listed in paragraph 20.

3. USE

This Agreement is made on the express condition that the Exhibit Area shall be used and occupied as exhibit space to facilitate art and cultural events in Pinellas County. The Exhibit Area shall not be considered an extension of the Premises under the April 11, 2017 lease between the parties, and shall not be used for office space. LICENSEE agrees to cause the licensed Exhibit Area to be operated for such use during the entire term of this Agreement and to conduct its business at all times in a lawful manner.

4. PERMITS/LICENSES

LICENSEE must secure and maintain any and all permits and licenses to provide services pursuant to this Agreement. LICENSEE shall comply with all laws, regulations and ordinances concerning its operations.

5. POSSESSION

LICENSEE shall be granted use of Exhibit Area immediately upon the Effective Date of this Agreement and shall be entitled to use of said Exhibit Area pursuant to the terms herein.

6. SUBLICENSING

LICENSEE shall have the ability to sublicense the premises upon written consent of the COUNTY, which shall not be unreasonably withheld, on condition that said sublicenses are to other nonprofit entities (community partners) that share the same goals and mission of the LICENSEE and is only used pursuant to the terms herein. LICENSEE shall charge a fee to community partners for use of a defined space(s). The fee shall be \$5.25/square foot and be based on the square footage occupied by the partner. A separate agreement shall be executed between the LICENSEE and the community partner, which must comply with all terms herein. LICENSEE shall be solely responsible for the actions of all community partners, including noncompliance with this Agreement. LICENSEE shall remunerate collected fees on a monthly basis to COUNTY, payable to the Board of County Commissioners, at the address listed in paragraph 20. Community partners shall be responsible for acquiring telephone and internet connectivity.

7. ALTERATIONS

LICENSEE shall make no modifications, structural changes or alterations to the Exhibit Area or any part thereof without written consent of the COUNTY, and LICENSEE shall be responsible for any damages to the Exhibit Area caused by the LICENSEE, or its sublicensees, employees, invitees, customers, clients or guests, ordinary wear and tear excepted. LICENSEE shall pay for all charges for permitting, labor, services and materials used in connection with any improvements, repairs to or in setting up events in the Exhibit Area undertaken by LICENSEE or its sublicensees. COUNTY has the right to approve the weight, size, and location of exhibition items and other heavy equipment and articles in the Exhibit Area. All such items and all furniture shall be moved into and out of the Exhibit Area at the times and in the manner directed by COUNTY. Movement of personal property into or out of the Exhibit Area and within the Exhibit Area, is entirely at the risk and responsibility of LICENSEE.

8. MAINTENANCE AND UTILITIES

COUNTY shall maintain the roof, structural load-bearing walls and slab on said Exhibit Area. COUNTY shall be responsible for the upkeep, maintenance, repair, replacement and management of the Exhibit Area building infrastructure, including the following: electrical power distribution, lighting fixtures and wiring, HVAC systems, underground plumbing pipes, roofing, fire alarms and protection, parking lot repair, site drainage, and exterior painting.

COUNTY will ensure that all life safety code requirements are met and maintained including emergency lighting, illuminated exit signs at proper locations, smoke detectors, panic hardware, installation and maintenance of fire extinguisher(s), installation and maintenance of overhead sprinkler, if applicable, and installation and maintenance of fire alarm.

COUNTY will be responsible for paying all charges for water, sewer, electric, and trash removal supplied to the Exhibit Area, as determined by meter or otherwise. COUNTY shall not be liable in any manner for damages to LICENSEE, or for any other claim by LICENSEE, resulting from any interruption in utility services, unless the interruption is caused by the COUNTY.

COUNTY will be responsible for paying all charges for janitorial services, security, floor cleaning and repair, repair and maintenance of aesthetic finishes, interior pest control, appliance and fixture maintenance, and any other necessary utility or service requirements.

LICENSEE shall immediately give COUNTY written notice of any defects or need for infrastructure repairs, after which COUNTY shall have a reasonable opportunity to repair or cure. COUNTY shall not be required to repair any of the foregoing items if the need for such repair is due to the act or omission of LICENSEE or its sublicensees, employees, invitees, customers, clients or guests.

9. TAXES AND SPECIAL ASSESSMENTS

In the event that any ad valorem, rental, sales or similar taxes or special assessments are levied upon the Exhibit Area due to the existence of this Agreement, then LICENSEE shall pay all such taxes and special assessments so imposed.

10. SIGNS

LICENSEE may not install signage of any kind in or around the Exhibit Area without prior written notice by the County. Upon termination of Agreement, LICENSEE will remove signage at LICENSEE'S expense and repair any damages to building caused by signage, if any.

11. INSURANCE

LICENSEE shall procure, pay for, and maintain during the term of this Agreement insurance as depicted in Exhibit B attached hereto.

12. INDEMNIFICATION

LICENSEE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LICENSEE, its officers, employees, agents, contractors, or subcontractors, including Worker's Compensation coverage pursuant to Florida law, during the performance of this Agreement, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said Parties may be subject, except that neither LICENSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees. Nothing herein shall be construed as a waiver of COUNTY'S sovereign immunity pursuant to §768.28, Florida Statutes. This indemnification shall survive the termination of this Agreement.

13. LIABILITY OF LICENSEE

All property of any kind that may be on the Exhibit Area during the continuance of the Agreement shall be at the sole risk of LICENSEE. COUNTY shall be liable for damage to Property of COUNTY caused by failure of COUNTY to adequately perform any of the duties specified herein.

14. ACCESS TO EXHIBIT AREA

COUNTY shall have the right to enter and inspect the Exhibit Area and the operation being conducted thereon at any reasonable time for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Exhibit Area or to any property owned or controlled by COUNTY therein. Such repairs shall not unduly interfere with LICENSEE'S business except as is naturally necessitated by the nature of the repairs being effected. In the event of emergency, no such prior notice shall be required, but COUNTY shall endeavor to notify LICENSEE promptly thereafter.

15. DEFAULT AND REMEDIES

If LICENSEE fails to keep and perform any of the terms, covenants, conditions or provisions in this Agreement contained to be kept and performed by LICENSEE, then within fifteen (15) days of COUNTY becoming aware of the occurrence of the default, COUNTY shall notify LICENSEE of the default and its demand to cure said default. Upon receipt of notice, LICENSEE shall have fifteen (15) days from the date of receipt to cure said default or to commence or take such steps as are necessary to cure such default, which once commenced the LICENSEE agrees and shall pursue continuously until the default is finally cured. Upon LICENSEE'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare the Agreement ended and LICENSEE must thereafter immediately vacate the Exhibit Area, or COUNTY shall have such other remedy as the law or equity and this instrument afford.

In the event LICENSEE defaults as set out above or elsewhere in this Agreement, all payments of fees or of any other monies due from LICENSEE during the term of this Agreement or any extension thereof, shall, at the option of COUNTY, become immediately due and payable in full. COUNTY may enter the Exhibit Area by process of law, and COUNTY may repair or alter the Exhibit Area in such manner as COUNTY may deem necessary or advisable use,

sublicense, or lease the Exhibit Area. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

16. COVENANT AGAINST LIENS

LICENSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Exhibit Area herein demised or on the building or other improvements thereon. LICENSEE is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LICENSEE with respect to the Exhibit Area or any part thereof, that such persons must look to LICENSEE to secure payment of any bill for work done or material furnished to the LICENSEE or for any other purpose during the term of this Agreement.

17. WAIVER

One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other Party, and the consent or approval by either Party to or of any act by the other Party requiring consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the other Party.

18. OBSERVANCE OF LAWS

LICENSEE agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Exhibit Area. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

19. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and LICENSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

20. NOTICES

All notices shall be forwarded to the COUNTY at the following address:

Pinellas County Real Estate Management
Real Property Division
509 East Avenue S., 2nd Floor
Clearwater, FL 33756

All notices given to LICENSEE hereunder shall be forwarded to LICENSEE at the following address:

Creative Pinellas, Inc.
12211 Walsingham Road
Largo, FL 33778

21. FISCAL FUNDING

In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Agreement shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

22. HAZARDOUS SUBSTANCES

LICENSEE shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Exhibit Area. LICENSEE shall not do, nor allow anyone else to do, anything affecting the Exhibit Area that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage on the Exhibit Area of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance and office uses.

LICENSEE shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Exhibit Area and any Hazardous Substance or Environmental Law of which LICENSEE has actual knowledge. If LICENSEE learns or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Exhibit Area is necessary, LICENSEE will notify COUNTY and LICENSEE shall promptly take all necessary remedial actions in accordance with Environmental Law.

LICENSEE shall indemnify and hold COUNTY fully harmless for any liabilities and remedial actions of Hazardous Substances for which LICENSEE is responsible under this Section.

LICENSEE'S indemnification obligations under this Section shall survive the expiration or termination of the term of this Agreement.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Exhibit Area are located that relate to health, safety or environmental protection.

23. AIR QUALITY

The COUNTY shall maintain the building and building air-handling systems to provide a healthful indoor air environment. The COUNTY shall maintain the building and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, bacteria) and dust above proximate outdoor levels. The LICENSEE shall be informed prior to any maintenance activities utilizing chemicals, including pesticide applications that may impact indoor air quality and reserve the right to require these activities to occur when building is unoccupied.

24. ASBESTOS

COUNTY warrants that there is no friable asbestos in the building at commencement of this Agreement and that any friable asbestos discovered in the building during the term of this Agreement shall be removed or encapsulated within a reasonable period of time.

25. SURRENDER AT END OF TERM

Upon the expiration of the term hereof or the sooner termination of this Agreement, LICENSEE agrees to surrender the Exhibit Area to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to such ordinary wear and reasonable use thereof.

26. SUCCESSORS AND ASSIGNS

The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the Parties hereto respectively and their respective administrators, successors and assigns, as applicable, except that the right of the LICENSEE to assign LICENSEE'S interest under this Agreement is and shall be subject to the written consent of COUNTY as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

27. RADON GAS

Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Department.

28. PUBLIC ENTITY CRIME ACT

The LICENSEE is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and the COUNTY'S requirement that the LICENSEE comply with it in all respects prior to and during the term of this Agreement.

29. ENTIRE AGREEMENT

The Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. No covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

<SIGNATURE PAGE FOLLOWS>

IN WITNESS WHEREOF, the Parties have signed this Temporary License Agreement the day and year first above written.

WITNESSES:

Anna Maslanua

Print Name: ANNA MASLANUA

Christina Boaze

Print Name: Christina Boaze

LICENSEE:

CREATIVE PINELLAS INCORPORATED

By: Doreen L. Moore

Print Name: DOREEN L. MOORE

Title: PRESIDENT

WITNESSES:

Della Klug

Print Name: Della Klug

s/ Jo Lugo

Print Name: Jo Lugo

COUNTY:

PINELLAS COUNTY, FLORIDA

By: Mark S. Woodard

Mark S. Woodard, County Administrator

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: Chelsea Maveda
Asst. County Attorney

Exhibit A

Exhibit Area

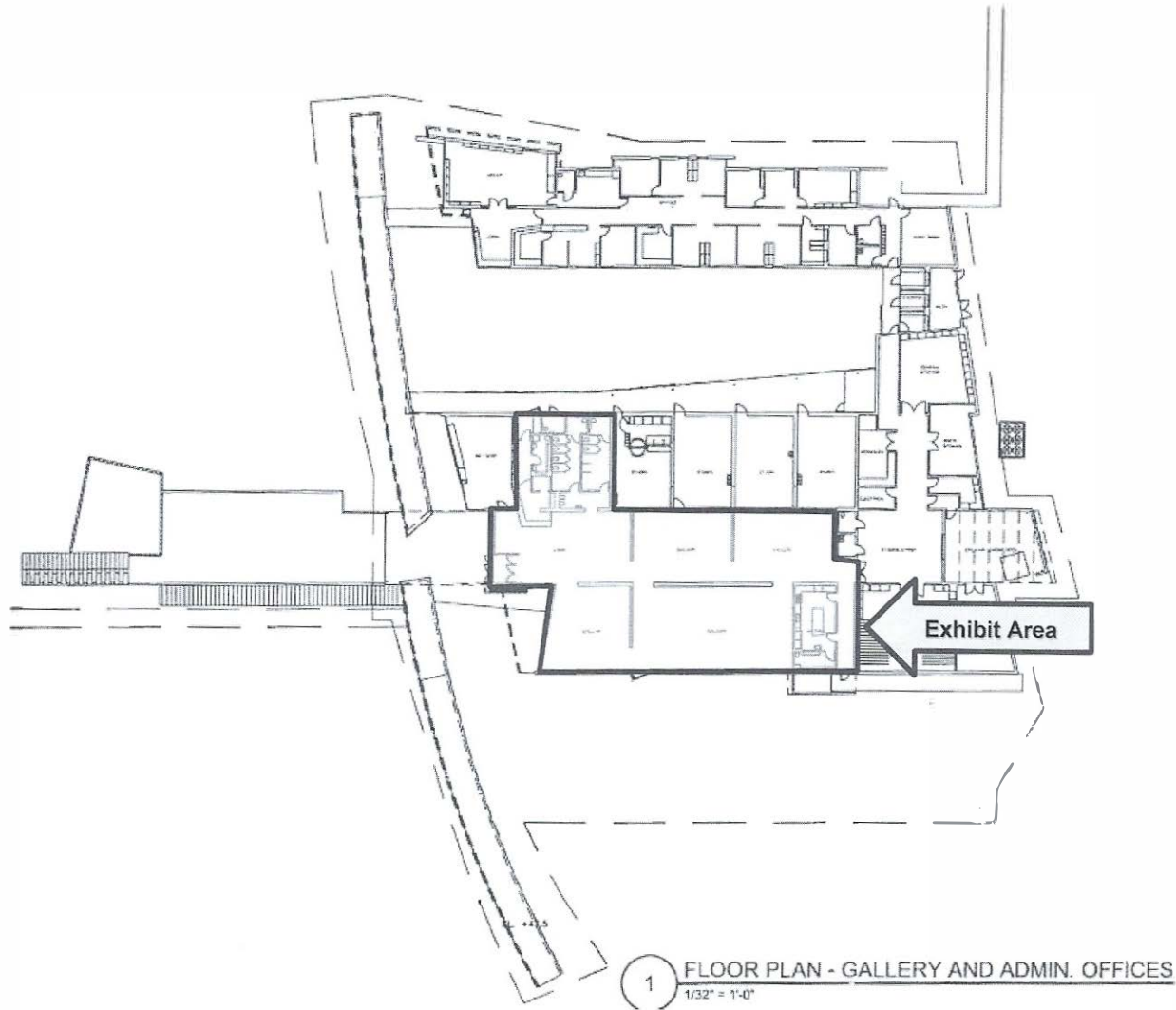


Exhibit B

Insurance Requirements

The following insurance requirements are included in this Lease:

The LICENSEE shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from insurance companies licensed to do business in the State of Florida and have an AM Best rating of A-VIII or better. Within ten (10) calendar days of executed Agreement, the LICENSEE shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No occupancy shall commence at any site unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY. Approval by the COUNTY of any Certificate of Insurance does not constitute verification by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

All policies providing liability coverage(s), other than Professional Liability and Worker's Compensation policies, obtained by the LICENSEE to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida as an Additional Insured. Indicated coverage as additional insured by checking boxes on the certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with the certificate of insurance.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the LICENSEE to the County at least thirty (30) days prior to the expiration date.

LICENSEE shall also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said LICENSEE from its insurer. Notice shall be given by certified mail to: Pinellas County Real Estate Management Department, 509 East Ave. S, Clearwater, Florida 33756; and nothing contained herein shall absolve LICENSEE of this requirement to provide notice.

Should the LICENSEE, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the COUNTY and charge the LICENSEE for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the

COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The COUNTY reserves the right, but not the duty, to review and request a copy of the LICENSEE'S most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LICENSEE.
- (3) The term "COUNTY", "County", or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The COUNTY shall have the right, but not the obligation to determine that the LICENSEE is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by LICENSEE, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the LICENSEE occurs, or alternatively find the LICENSEE to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from the LICENSEE.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Exhibit Area/Operations, Products/Completed Operation and Personal Injury.

Limits		
Each Occurrence		\$ 1,000,000
Products/Completed	Operations	\$ 2,000,000
	Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury		\$ 2,000,000
General Aggregate		

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

(D) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.