

FIRST AMENDMENT TO TEMPORARY LICENSE AGREEMENT

THIS FIRST AMENDMENT TO TEMPORARY LICENSE AGREEMENT (“Amendment”) made this 19 day of March 2018, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY,” and 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 within the Pinewood Cultural Park at 12211A Walsingham Road, Largo Florida, 33778; and

WHEREAS, LICENSEE entered into a Temporary License Agreement for the “Exhibit Area” within the Gallery Building located at the Pinewood Cultural Park; and

WHEREAS, LICENSEE wishes to add use of the “Auditorium” located within the Pinewood Cultural Park to facilitate community art and cultural events from time to time.

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. Paragraph 1. EXHIBIT AREA is hereby deleted in its entirety and replaced as follows: 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 thereto, 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” and the “Auditorium”, collectively hereinafter referred to as “Licensed Areas” located within the Pinewood Cultural Park, as depicted in Exhibit A, attached hereto and incorporated herein. Further, all references to the Exhibit Area in the License Agreement shall refer to the Licensed Areas as herein defined. LICENSEE hereby accepts the Licensed Areas in their “as is” condition.

2. Paragraph 2. TERM and LICENSE FEE is hereby deleted in its entirety and replaced as follows: 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 “Expiration Date” of the Lease 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 area used within the Licensed Areas on any day on which an event is held (“Event Day”). LICENSEE shall remunerate the License Fee monthly to COUNTY, payable to the Board of County Commissioners, at the address listed in Paragraph 20.

3. Paragraph 3. USE is hereby deleted in its entirety and replaced as follows: This Agreement is made on the express condition that the Licensed Areas shall be used and occupied to facilitate art and cultural events in Pinellas County. The LICENSEE agrees to request use of an area within the Licensed Areas by completing and submitting a "Facilities Use Application", attached hereto as Exhibit B, to Pinellas County Real Estate Management no later than 30 days and no more than 180 days in advance of an Event Day. The "Facilities Use Application" shall be submitted for each event. The most current version of the Facilities Use Application may be found online at <http://www.pinellascounty.org/Events/pdf/Facilities-Use-Application.pdf>.

Except to the extent specifically modified herein, all other terms of the Temporary License Agreement shall remain in full force and effect.

<SIGNATURE PAGE FOLLOWS>

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

WITNESSES:



Print Name: Samantha Samson



Print Name: Danny Oida

WITNESSES:

Della Klug

Print Name: Della Klug

s/ Jo Lugo

Print Name: Jo Lugo

LICENSEE:

CREATIVE PINELLAS INCORPORATED

By: 

Print Name: Barbara St. Clair

Title: Executive Director

COUNTY:

PINELLAS COUNTY, FLORIDA

By: 

Mark S. Woodard, County Administrator

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: _____
Asst. County Attorney

APPROVED AS TO FORM

By: 

Office of the County Attorney

Exhibit B

FACILITIES Use Application

This application is to be completed by the individual or authorized representative of the organization requesting use of a Pinellas County facility (excluding park shelter reservation requests only; but including Wedding Usage). Submission of an application does not guarantee permission will be granted.

Purpose of Use: _____

Date(s) of Use: _____ Location Requested: _____

Official Start /End time: _____ (Check all of the following requested uses if applicable)
Beach Green Space Shelter Shelter # _____

Setup Date/Time & Final Wrap-Up: _____
Choose Public or Private Event: Public Private

Expected Attendance: Overall: _____ At any One Time: _____

APPLICANT (complete one of the following sections)

INDIVIDUAL

(This section is for use by individuals only; if applicable, names of Bride and Groom shall be listed here)

Name(s): _____ Email: _____

Address: _____ City: _____ State/Zip Code: _____

Daytime Phone: _____ Cell: _____ Fax No: _____

Event Point of Contact: _____ POC: Phone # _____

COMPANY/ORGANIZATION

(This section is for use by organizations registered with the State of Florida both "For Profit and "Non Profit")

Company/Organization Name: _____ Charity Organization: Yes No
(Copy of 501(c)3 Required)
Tax Exempt: Yes No
(Florida Exemption Certificate Required)

Address: _____ City: _____ State/Zip Code: _____

Email: _____ Organization Website: _____

Authorized Representative Name: _____ Point of Contact Name (if different): _____

Daytime Phone: _____ Cell No: _____ Fax No: _____

TERMS OF AGREEMENT

As the applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors or parties affiliated with the event and to ensure compliance with all policies, rules and regulations, and guidelines of Pinellas County Government; including the rules and regulations of each individual department as posted at www.pinellascounty.org. I understand that any violations may result in immediate cancellation of the reservation and/or revocation of the permit. I understand the permit is non-transferable and non-refundable. Failure to provide all requirements and payment by the due date will result in no issuance of a permit for the event. There are parking fees in place at Fred Howard, Fort De Soto, and Sand Key Parks. Parking fees are also in place at boat ramp locations governed by Pinellas County Parks & Conservation Resources. These fees cannot be waived.

Based upon details of the event, insurance requirements may change from the below stated requirements. You will be notified of any change in these requirements. A certificate of insurance as proof of insurance shall be submitted with this application. Minimum insurance requirements are as follows:

Commercial General Liability insurance including, but not limited to, Bodily Injury, Property Damage, and Personal Injury.

<u>Limits</u>	
General Aggregate	\$1,000,000
Personal Injury and Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The term "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.
- Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an Additional Insured. **Copy of the Additional Insured endorsement must be provided with the certificate of insurance** as proof of coverage.
- All policies shall be written on a primary, non-contributory basis.
- Pinellas County reserves the right to request a copy of all insurance policies.

In consideration of this agreement to allow use of the County's property, the applicant shall and does agree to indemnify, defend, pay the cost of defense, including attorney's fees and hold harmless PINELLAS COUNTY and all of its officers, agents, and employees from all suits, actions or claims of any character, including all costs, attorney's fees, expenses, damages, judgments, or decrees, brought on account of any injuries or damages received or sustained by any person, persons, participants, spectators, or property arising out of or in any way attributable to the holding, performance, operation or maintenance of the event herein permitted. This duty of defense and indemnification specifically includes any and all alleged negligence by Pinellas County as related to the event, including but not limited to the issuance of this permit, supervision of the event, conditions at or adjacent to the site, road, sidewalk, traffic signs/signal conditions.

I agree to the TERMS OF AGREEMENT as set forth in this application, and I agree to abide by all rules and regulations as provided by separate document with this applications response. The applicant represents and warrants that it has full right and authority and has obtained all necessary approvals to enter into this Agreement, that the person executing this Agreement on behalf of the Organization is authorized to do so, and that this agreement constitutes a valid and legally binding obligation of the Applicant, enforceable in accordance with its terms.

Applicant/Authorized Representative: Signature: _____

Printed Name: _____

Date: _____