

**PARKING LICENSE AGREEMENT  
CENTROPLEX PARKING**

THIS PARKING LICENSE AGREEMENT is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida (herein "CITY"), and WILLIAMS COMPANY BUILDING DIVISION a Florida Corporation (herein "WILLIAMS COMPANY BUILDING DIVISION").

WHEREAS, CITY owns a surface parking lot commonly referred to as "Lot # 3" identified as "Licensed Space" as shown on Exhibit "A" along with several other parking facilities in an area located east of Parramore Avenue, west of Hughey Avenue, south of Concord Street and north of Livingston Street. The parking facilities are generally known as "Centroplex Parking" and are more particularly described in the attached Exhibit "A" and by reference incorporated herein;

WHEREAS, CITY has in the past utilized the Centroplex Parking facilities for events taking place in the former Amway Arena, which has been demolished to make way for redevelopment as part of a new development to be known as the "Creative Village;" and

WHEREAS, WILLIAMS COMPANY BUILDING DIVISION is contractor for the School Board of Orange County and is constructing a Pre-k thru 8<sup>th</sup> grade public school in the vicinity of the Centroplex Parking facilities and desires to utilize the Licensed Space in order to provide parking for its contractors, agents, employees and invitees.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and WILLIAMS COMPANY BUILDING DIVISION agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Licensed Space. CITY hereby licenses to WILLIAMS COMPANY BUILDING DIVISION the Licensed Space identified in Exhibit "A" for parking of WILLIAMS COMPANY BUILDING DIVISION's contractors, agents, employees and invitees as herein set forth.

3. Fee Charge. For use of the Licensed Space WILLIAMS COMPANY BUILDING DIVISION shall pay CITY a sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) plus tax, per month ("Fee"). In the event that Agreement terminates early as provided herein, and the Term ends in the middle of a month, WILLIAMS COMPANY BUILDING DIVISION shall only be obligated to pay for the pro-rated portion of the month in which it was able to use the Licensed Space. All Fees required under this Agreement shall be due and payable without demand on the first day of each month beginning March 1, 2016, and continuing throughout the term of this Agreement. A ten percent (10%) late charge shall be payable to CITY for any Fee not timely paid within five (5) days of its due date. If Fees, plus any penalties, are not paid by the 15th of the month, CITY at its sole election may immediately terminate this license agreement.

4. Term of License. The term of this Agreement shall be for a period of twelve (12) months commencing on March 1, 2016 and ending on February 28, 2017. So long as WILLIAMS COMPANY BUILDING DIVISION has abided by all terms and conditions of this Agreement during the initial License Term, the License may be extended on terms mutually agreeable to both parties for up to six (6) periods of one (1) month each.

5. Use of the Licensed Space. The Licensed Space shall be available for the parking needs of WILLIAMS COMPANY BUILDING DIVISION, its contractors, agents, employees and invitees from 6:00 am to 5:30 pm, Monday thru Friday, except that should CITY need to use any of the Licensed Spaces after 5:00 p.m. on weekdays and at any time of day or night on weekends, CITY will provide a minimum of five (5) days' written notice thereof to WILLIAMS COMPANY BUILDING DIVISION, and upon such notice being given the number of parking spaces needed by CITY shall not be available for use by WILLIAMS COMPANY BUILDING DIVISION during that time period.

6. At such time when development in the Creative Village has progressed to the point that it is necessary to terminate access to the Centroplex Parking area, whether for actual construction or for a construction staging area, CITY will provide thirty (30) days prior written notice to WILLIAMS COMPANY BUILDING DIVISION; whereupon, the Licensed Space shall no longer be available for WILLIAMS COMPANY BUILDING DIVISION's use. WILLIAMS COMPANY BUILDING DIVISION shall not be obligated to pay Fees once the Licensed Space is no longer available for its use.

7. Security Deposit. WILLIAMS COMPANY BUILDING DIVISION shall not be required to pay CITY a security deposit (Deposit), as part of its obligations under this Agreement.

8. Maintenance and Repairs. At its expense WILLIAMS COMPANY BUILDING DIVISION shall mow the grass areas and grounds within and adjacent to the Licensed Space and otherwise maintain the site in a good, clean and safe condition, including but not limited to repair or replacement of lighting, other equipment and parking surfaces. If it so desires, WILLIAMS COMPANY BUILDING DIVISION may secure the Licensed Area with perimeter fencing at its own expense. Nothing herein shall be construed to require WILLIAMS COMPANY BUILDING DIVISION to improve the Licensed Space or put it in better condition than the condition in which WILLIAMS COMPANY BUILDING DIVISION receives it.

9. Indemnification. WILLIAMS COMPANY BUILDING DIVISION shall indemnify CITY, its elected and appointed officials, officers, agents, employees and hold them harmless from any suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, property damage or otherwise arising from or out of any occurrence in, on, at, or from the Licensed Space, or the occupancy or use by WILLIAMS COMPANY BUILDING DIVISION of the Licensed Space, sidewalks adjacent thereto or any part thereof or to the extent occasioned by any act or omission of WILLIAMS COMPANY BUILDING DIVISION, its contractors, agents, employees, invitees, licensees and any other person or entity for whose acts WILLIAMS COMPANY BUILDING DIVISION may be responsible. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities, including attorney's fees incurred by CITY, its elected and appointed officials,

officers, agents, employees in connection with any claim, action, trial, appellate, bankruptcy court or probate proceedings related thereto. If any such action or proceeding is instituted against CITY, its elected and appointed officials, officers, agents, employees, WILLIAMS COMPANY BUILDING DIVISION, upon written notice from CITY, will defend such action or proceeding by counsel approved in writing by CITY, such approval not to be unreasonably withheld or delayed.

10. Hazardous Materials. For purposes of this paragraph, the term “hazardous material” means (a) any substance, the use, generation, storage, disposition or transportation of which is regulated by any federal environmental law, such as but not limited to CERCLA, RCRA and TSCA, any similar state law or any regulation under any such federal or state law, or (b) any explosive or incendiary device, whether or not so regulated. CITY warrants to WILLIAMS COMPANY BUILDING DIVISION that the Licensed Space is free from any hazardous material at the time this License is entered into. WILLIAMS COMPANY BUILDING DIVISION shall not bring onto the Licensed Space any hazardous material, and shall indemnify CITY against any loss or expense, including reasonable attorneys’ fees, that CITY may incur by reason of any violation by WILLIAMS COMPANY BUILDING DIVISION of WILLIAMS COMPANY BUILDING DIVISION’s obligations under this paragraph.

11. Insurance.

A. WILLIAMS COMPANY BUILDING DIVISION shall purchase, maintain, and keep in full force and effect, and good standing insurance written for not less than the limits of liability specified below, or required by law, whichever is greater:

(1) Worker’s Compensation and Employer’s Liability (if applicable)	(present Florida Statutory Limit
(2) Comprehensive General Liability	
Bodily Injury	\$1,000,000.00
Property Damage	(Combined single limit)
(3) Garage Keeper’s Liability	\$1,000,000.00

B. Insurance certificates evidencing all required types of insurance shall be filed with CITY’s Real Estate Division Manager’s Office at least ten (10) calendar days prior to the final execution of this Agreement. The insurance certificates shall be fully acceptable to the Real Estate Division Manager in both form and content, and shall provide and specify that the insurance coverage shall not be canceled, modified, or coverage reduced without at least thirty (30) calendar days prior written notice having been given to CITY. CITY shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker’s compensation insurance. WILLIAMS COMPANY BUILDING DIVISION shall, upon five (5) days written request from CITY, deliver copies to or make copies available for CITY’s inspection in Orange County, Florida, of any and all insurance policies required in this Agreement. The failure of WILLIAMS COMPANY BUILDING DIVISION to comply with the

insurance requirements in this Agreement shall be considered a material breach of this Agreement and shall be sufficient cause for CITY to terminate this License.

12. Assignment/Subletting. WILLIAMS COMPANY BUILDING DIVISION shall neither assign this License nor sublet any part of the Licensed Space, without the prior written consent of CITY, which may be withheld for any or no reason.

13. WILLIAMS COMPANY BUILDING DIVISION's Default. If WILLIAMS COMPANY BUILDING DIVISION (1) fails to correct, within 10 days after CITY's request for such correction, any deficiency in WILLIAMS COMPANY BUILDING DIVISION's performance of WILLIAMS COMPANY BUILDING DIVISION's obligations under this License, provided, that if such deficiency cannot as a practical matter be cured within such 10 day period, then no default shall exist by reason of the deficiency if WILLIAMS COMPANY BUILDING DIVISION begins to correct the deficiency within such 10 day period and thereafter continues with reasonable diligence to complete the correction; or (2) suffers the Fee charged to be in arrears by more than 15 days, with or without notice from CITY, WILLIAMS COMPANY BUILDING DIVISION shall be in default under this License.

14. CITY's Remedies. Should WILLIAMS COMPANY BUILDING DIVISION be in default under this License, without further notice CITY shall, at its option, have the right to exercise any one or more of the following remedies:

- (a) CITY may terminate this License, effective at such time as may be specified by notice to WILLIAMS COMPANY BUILDING DIVISION, and demand (and if such demand is refused, recover) possession of the Licensed Space from WILLIAMS COMPANY BUILDING DIVISION. Notwithstanding such termination, WILLIAMS COMPANY BUILDING DIVISION shall remain liable for any previously unpaid Fees and for any losses CITY may suffer by reason of such default.
- (b) CITY may bring separate actions against WILLIAMS COMPANY BUILDING DIVISION from time to time to collect any one or more delinquent installments or payments of Fees due under this License and any other direct compensatory damages for breach of this License, all other kinds of damages being absolutely waived, except those arising out of the indemnification provisions hereof.
- (c) CITY may perform any act or pay any sum, the nonperformance or nonpayment of which is or would be a default by WILLIAMS COMPANY BUILDING DIVISION, and WILLIAMS COMPANY BUILDING DIVISION shall reimburse CITY upon demand for any cost or expense incurred by CITY in performing such act or paying such sum.

Exercise of any of the foregoing remedies shall not prevent the concurrent or subsequent exercise of any other remedy provided for herein or otherwise available to CITY at law or in equity. Any Fees due CITY under this License shall bear interest at the then prevailing statutory interest rate in Florida from the date due until paid.

15. CITY Default and WILLIAMS COMPANY BUILDING DIVISION's Remedies. CITY's obligations under this License may, subject to the rules of law governing the availability of such remedies generally, be enforced by injunction or specific performance, and any breach thereof may be redressed in an independent action for direct, compensatory damages, all other kinds of damages being absolutely waived. In the event of a default by CITY that continues for more than 30 days after notice from WILLIAMS COMPANY BUILDING DIVISION, WILLIAMS COMPANY BUILDING DIVISION may also, at WILLIAMS COMPANY BUILDING DIVISION's option, terminate this License by written notice to CITY.

16. Surrender of Premises; Holding Over. Upon the expiration or earlier termination of this License, or on or before the date specified in any demand for possession by CITY as authorized by any other provisions of this License, WILLIAMS COMPANY BUILDING DIVISION shall surrender possession of the Licensed Space to CITY, in the same condition as the Licensed Space was in when WILLIAMS CO first occupied it, ordinary wear and tear excepted. If WILLIAMS CO holds over after the expiration of this License by lapse of time, with CITY's consent but without written agreement providing otherwise, WILLIAMS CO shall be deemed to be an occupant from month to month, at a monthly fee equal to the Fee for the final month of this License, and subject to all of the other provisions of this License.

17. Termination for Convenience. This License may be terminated at any time prior to the end of its term by either party at its convenience in its sole and absolute discretion upon thirty (30) days prior written notice to the other.

18. Notices. All written notices required hereunder shall be given by hand-delivery or United States certified mail, return receipt requested, and shall be considered delivered upon actual receipt or 3 days after deposit in the U.S. Mail (whichever comes first), addressed as follows:

To CITY:

Real Estate Division Manager  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32801

and

Director of Economic Development  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32801

To WILLIAMS COMPANY BUILDING DIVISION:

WILLIAMS COMPANY BUILDING DIVISION  
2301 Silver Star Road  
Orlando, FL 32804

19. Attorneys' Fees and Costs. The prevailing party in any litigation arising out of or in any manner relating to this License shall be entitled to recover from the other party reasonable attorneys' fees and costs for all pre-litigation, trial, appellate and bankruptcy proceedings, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

20. Jury Waiver. CITY and WILLIAMS COMPANY BUILDING DIVISION hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based upon this Agreement, or arising out of, under, or in connection with the Licensed Space or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party.

21. Brokerage. WILLIAMS COMPANY BUILDING DIVISION represents and warrants to CITY that WILLIAMS COMPANY BUILDING DIVISION has not dealt with any broker or finder in connection with this License. WILLIAMS COMPANY BUILDING DIVISION shall pay any compensation due any broker or finder with whom WILLIAMS COMPANY BUILDING DIVISION has dealt, subject to any commission-sharing arrangement that may exist between a broker or finder with whom WILLIAMS COMPANY BUILDING DIVISION has dealt.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all written or oral agreements or understandings that may have been had between the parties. This Agreement may be amended by the mutual written agreement of the parties.

23. Severability; Captions. If any clause or provision of this License shall be held invalid or unenforceable, the remainder of this License shall not be affected thereby, and there shall be deemed substituted for the affected clause or provision a valid and enforceable clause or provision as similar as possible to the affected clause or provision. The paragraph and subparagraph captions used in this License are included for convenience only, and shall be irrelevant to the construction of any provision of this License.

24. Binding Effect. The provisions of this License shall bind and benefit CITY and WILLIAMS COMPANY BUILDING DIVISION and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

**CITY OF ORLANDO, FLORIDA**

By: \_\_\_\_\_  
Mayor / Pro Tem  
Executed on \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
Celeste T. Brown, City Clerk

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the City of Orlando,  
Florida, only.

\_\_\_\_\_, 2016.


\_\_\_\_\_  
Assistant City Attorney


**SIGNATURES CONTINUED ON FOLLOWING PAGE**

WITNESSES:

**WILLIAMS COMPANY BUILDING  
DIVISION, a Florida Corporation**

Sign Name:   
Print Name: TRENT BONNETT

By:   
Name: ROBERT W. LIPSCOMB  
Title: CEO

Sign Name:   
Print Name: ROBERT T. STAWLER



# EXHIBIT "A"



Disclaimer: The information that is contained in this report is thought accurate. However, it cannot be used to replace official documentation that may be required in order to secure permits.

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