

Prepared by:

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400 S. Orange Ave.
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SUBLICENSE AGREEMENT

This SUBLICENSE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and **CYCLEHOP, LLC**, a Florida limited liability company ("Contractor").

WHEREAS, the City entered into a Ride Share Contract, "Ride Share Contract" with the Contractor pursuant to which the Contractor agreed to implement, operate, maintain and market a bike sharing system, "Bike Sharing System" within the City of Orlando; and

WHEREAS, in connection with the Ride Share Contract and in order to expand the Bike Sharing System, the City has entered into a Lease Agreement with the Florida Department of Transportation, "FDOT," dated on or about the date hereof (the "Lease"); and

WHEREAS, the Lease grants to the City the right to use certain FDOT property, "Leased Premises," which right the City will assign to Contractor, under the terms of this Agreement; and

WHEREAS, Contractor intends on constructing and operating a bike share station, "Bike Share Station," on the Leased Premises; and

WHEREAS, the parties acknowledge that under the terms of the Lease, the City is responsible for the Leased Premises, even if the right to operate a Bike Share Station on the Leased Premises is assigned to Contractor and that therefore City would not have executed the Lease with FDOT except for the representations of Contractor under this Agreement and the obligations assumed by Contractor herein; and

WHEREAS, the Bikeshare Stations Encroachment and Removal Agreement, "Bikeshare Agreement," entered into between City and Contractor has previously been amended to incorporate the Leased Premises as a Bike Share Station and Contractor confirms that it has included the Leased Premises in the liability insurance policy required under the Bikeshare

Agreement, to cover any liability arising from operation of the Bike Share Station at the Leased Premises.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the License Agreement.

2. Assignment of Sublicense. The City hereby assigns, transfers and conveys to Contractor its interest in the Lease to the extent necessary to operate a Bike Share Station on the Leased Premises but only as limited by the terms of the Lease.

3. Contractor Obligations. The Contractor hereby agrees to comply with all obligations referenced in the Bike Share Agreement, Ride Share Contract, this Agreement and the Lease, including, though not exclusively, the following:

- A. The requirements of the Lease as they pertain to the construction, operation and maintenance of the Bike Sharing System.
- B. The requirement that no liens or encumbrances be placed on the Leased Premises.
- C. Any requirements pertaining to advertising set forth in the Lease.
- D. The requirement to add FDOT as an additional insured to the liability policy covering the Bike Share Stations under the Bike Share Agreement.
- E. The requirement to comply with all other terms of the Lease.
- F. The requirement that the Contractor indemnify the City and FDOT as provided herein.
- G. In the event of a conflict between the terms of the Bike Share Agreement and/or this Agreement and the Lease, the terms of the Lease shall prevail.

4. Termination. The Contractor acknowledges and agrees that if the Lease is terminated, this Agreement and the sublicense established herein shall also terminate. Contractor accepts this risk and agrees any that such termination shall occur without liability to Contractor, and that Contractor shall remove all improvements in the manner required by the Lease.

5. Relationship between City and Contractor. The relationship between the City and the Contractor shall continue to be governed by the terms of the Ride Share Contract and the Bikeshare Agreement; provided, however, to the limited extent that there is a conflict between

the terms of this Agreement and the terms of the Ride Share contract and the Bikeshare Agreement, the terms of this Agreement shall prevail.

6. Governing Law. This Assignment shall be governed by the laws of the State of Florida, including matters of validity, construction, effect and performance but exclusive of its conflicts of law principles.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile signatures of this Agreement shall have the same force and effect as original signatures.

8. Indemnification. Contractor agrees that it shall indemnify, hold harmless and defend the City, its representatives, agents, assigns, employees and elected and appointed officials and FDOT, its employees, agents and assigns, from and against all claims, damages, loss and expenses of any sort including reasonable attorney's fees and costs including appeals, arising out of or resulting from any act or omission of the Contractor, its tenants, agents, subcontractors, customers, invitees, patrons, anyone utilizing the Bike Share System or anyone for whose act or acts any of them may be liable, for acts or omissions occurring on the Leased Premises or resulting from the operation or maintenance of the Bikeshare System, including but not limited to matters arising from the construction, operation, maintenance, and removal of the Bikeshare Station and termination of this Agreement. This provision shall survive termination of this Agreement as necessary to protect the City from claims arising during the term thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

CYCLEHOP, LLC, a Florida limited liability company

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida

By: _____

By: _____

Name: Joshua Squire

Name: _____

Title: Chief Executive Officer

Title: _____