

**PARKING LICENSE AGREEMENT**  
**LOT # 6 PARKING**

THIS PARKING LICENSE AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida (herein "CITY"), and First Haitian Free Church of Nazarene by Faith, INC a Florida not for Profit Corporation (herein "CHURCH").

WHEREAS, CITY owns a surface parking lot commonly referred to as "Lot # 6" as shown on Exhibit "A" attached hereto and by reference incorporated herein; and

WHEREAS, the CHURCH owns property located to the east of CITY's surface parking Lot 6 and has a need for overflow parking for its parishioners, agents, employees and invitees.

WHEREAS, the CITY has agreed to allow the CHURCH to use Lot #6 on a part time basis for overflow parking pursuant to the terms and conditions contained herein.

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 CHURCH 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 CHURCH the property identified as Lot #6 in Exhibit "A" for parking of CHURCH 's parishioners, agents, employees and invitees as herein set forth (the "Licensed Space").
3. Fee Charge. For use of the Licensed Space CHURCH shall pay the CITY a sum of Five Hundred and 00/100 Dollars (\$500.00) plus applicable tax, per month ("License Fee"). In the event that Agreement terminates early as provided herein, and the Term ends in the middle of a month, CHURCH 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 License Fees required under this Agreement shall be due and payable without demand on the first day of each month beginning May 1, 2017, and continuing throughout the term of this Agreement. A ten percent (10%) late charge shall be payable to the CITY for any License Fee not timely paid within five (5) days of its due date. If License Fees, plus any penalties, are not paid by the 15th of the month, CITY at its sole election may immediately terminate this License Agreement. The CHURCH shall not charge a fee for the parking of vehicles in the Licensed Space.
4. Term of License. The term of this Agreement shall be for a period of one (1) year commencing on May 1, 2017 and ending on April 30, 2018. The CITY, in its sole and absolute discretion, may extend the term of the License for two (2) additional one year terms.
5. Use of the Licensed Space. The Licensed Space shall be available for the parking needs of the CHURCH on Sundays from 6:00 am to 5:30 pm, provided, however, that should the CITY need the Licensed Space during such time, the CITY will notify the CHURCH and the Licensed Space will not be available for the CHURCH's use. The CHURCH may request the use

of the Licensed Space at days and times other than Sunday, and if the Licensed Space is available, the CITY shall make it available for use by CHURCH during that time period.

6. Security Deposit. CHURCH shall not be required to pay CITY a security deposit (Deposit), as part of its obligations under this Agreement.

7. Maintenance and Repairs. CHURCH shall inspect the Licensed Space and pick up any trash left by CHURCH parishioners and invitees thereon after CHURCH's use. Nothing herein shall be construed to require CHURCH to improve the License Space or put it in better condition than its condition on the Effective Date of this Agreement. Any damage caused by CHURCH will be repaired by CHURCH in a timely manner.

8. Indemnification. The CHURCH 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 CHURCH of the Licensed Space, sidewalks adjacent thereto or any part thereof or to the extent occasioned by any act or omission of CHURCH, its parishioners, agents, employees, invitees, licensees and any other person or entity for whose acts CHURCH 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, CHURCH, 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.

9. 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 CHURCH that the Licensed Space is free from any hazardous material at the time this License is entered into. CHURCH 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 CHURCH of CHURCH's obligations under this paragraph.

10. Insurance.

A. CHURCH 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. CHURCH 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 CHURCH 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.

11. Assignment/Subletting. CHURCH shall neither assign this License nor sublicense any part of the Licensed Space, without the prior written consent of CITY, which may be withheld for any or no reason.

12. CHURCH's Default. The CHURCH shall be in default under this License if it (1) fails to correct, within 10 days after CITY's request for such correction, any deficiency in CHURCH's performance of CHURCH'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 CHURCH begins to correct the deficiency within such 10 day period and thereafter continues with reasonable diligence to complete the correction; or (2) fails to pay the License Fee within 15 days of its due date, with or without notice from CITY.

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

- (a) CITY may terminate this License, effective at such time as may be specified by notice to CHURCH, and demand (and if such demand is refused, recover) possession of the Licensed Space from CHURCH. Notwithstanding such termination, CHURCH 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 CHURCH 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 CHURCH, and CHURCH 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.

14. CITY Default and CHURCH'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 CHURCH, CHURCH may also, at CHURCH's option, terminate this License by written notice to CITY.

15. 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, CHURCH shall surrender possession of the Licensed Space to CITY, in the same condition as the Licensed Space was in when CHURCH first occupied it, ordinary wear and tear excepted. If CHURCH holds over after the expiration of this License by lapse of time, with CITY's consent but without written agreement providing otherwise, CHURCH 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.

16. 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.

17. 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  
Phone: 407.246.2653

and

Venues Assistant Director  
City of Orlando  
400 W. Church Street Suite 200  
Orlando, Florida 32801  
Phone: 407.440.7040

To CHURCH :

Pastor Joseph Divra  
220 S. Orange Blossom Trail  
Orlando, FL 32805  
Phone: 407.716.2211

18. 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.

19. Jury Waiver. CITY and CHURCH 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.

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

21. 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.

22. 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.

23. Binding Effect. The provisions of this License shall bind and benefit CITY and CHURCH 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 \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Denise Aldridge, City Clerk

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

\_\_\_\_\_, 2017.

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

WITNESSES:

**FIRST HAITIAN FREE CHURCH OF  
NAZARENE BY FAITH, INC.**

Sign Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_





1404 W. CHURCH STREET

2015 AERIAL PHOTOGRAPHY

 Licensed Space  
 Church Property

7744NFB - Mar 2017

