

## **TEMPORARY LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this "**Agreement**") is entered into this 10<sup>th</sup> day of November, 2021 between **UNIVERSITY OF MIAMI**, a Florida not-for-profit corporation, whose address is University of Miami Real Estate Department 1400 NW 10th Avenue, Suite 705 Miami, Florida 33136 ("**Licensor**"), and **CITY OF DORAL**, a Florida municipal corporation, whose address is 8401 NW 53 Terrace Doral, FL 33166 ("**Licensee**").

**WHEREAS**, Licensor leases that certain real property located at 8375 NW 53rd Terrace Doral, FL 33166, Doral, Florida 33166, (the "**Property**") starting at 8:00 AM; and

**WHEREAS**, Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, an exclusive license for temporary use of a portion of the Property by Licensee for an annual tree lighting ceremony, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **GRANT OF LICENSE; USE; ACCEPTANCE; RELEASE**. Licensor hereby grants to Licensee and Licensee's invitees (collectively, the "**Authorized Parties**") an exclusive, temporary license to enter, use and occupy the area delineated as "**License Area**" on attached **Schedule A** (the "**License Area**") only for the limited purposes set forth herein (the "**License**"). Licensor makes no warranty or representation regarding the condition of the License Area, including, but not limited to, any warranty or representation regarding the fitness, safety or suitability of the License Area for Licensee's proposed use. Licensee is familiar with the condition of the License Area and its suitability for its intended use, and Licensee accepts use of the License Area as is, where is, and with all faults. Licensee, by its use of the License Area, assumes all risk of loss or damage to property and all risk of personal injury, including death, attributable to any cause. Licensee forever releases Licensor, its employees, and agents from any and all claims, causes of action, liabilities, and expenses arising out of or relating to use of the License Area.
2. **TERM; TERMINATION**. The term of the License (the "**License Term**") will commence on December 1, 2021, at 8:00 AM and will continue until the earlier of December 1, 2021 at 11:59 PM or the date on which the License is terminated by either Licensor or Licensee as hereinafter provided.
3. **LICENSE FEE**. None.

4. **USE OF LICENSE AREA; COMPLIANCE WITH LAWS, RULES AND REGULATIONS.** Licensee will use the License Area only during the License Term and only for hosting a community tree lighting ceremony, subject to the conditions and limitations set forth below:
- (a) Licensee, upon expiration or termination of this License for any reason, will repair any and all damage to the Property, and restore the License Area to its original condition.
  - (b) Licensee will exercise all necessary due care and safety measures to ensure the safety of Licensee, the Authorized Parties and all other persons or property using or located within the License Area and will be responsible for security measures within the License Area for the protection of Authorized Parties.
  - (c) Licensee will comply with, and will cause Authorized Parties to comply with, all applicable laws, regulations, statutes, ordinances and codes (“Applicable Laws”) in connection with the use of the License Area.
  - (d) Licensee will keep the License Area clean and free from all trash, debris, oil and fuel, and other materials that are considered hazardous to the environment in compliance with Applicable Laws.
  - (e) Licensee will repair any damage caused to the License Area.
  - (f) Licensee will be responsible for any and all costs, expenses, fees, or assessments arising out of or relating to the grant of the License to Licensee including, without limitation, taxes, insurance premiums, and permit or approvals fees.
  - (g) Licensee shall give Licensor prompt written notice of any accident occurring on the License Area.
  - (h) Licensee shall not place or permit any signage on the License Area without the prior written consent of Licensor.
  - (i) Except as otherwise set forth herein, Licensee shall not alter or modify the License Area without the prior written consent of Licensor.
  - (j) Licensee’s use of the License Area shall not disturb, disrupt, or interfere with Licensor’s operations at the Property.
5. **LICENSOR’S INTEREST.** Licensor is the leasehold owner of the Property. This Agreement shall be contingent upon the consent and approval of the fee simple owner of the Property H1 Property, LLC. The License granted herein is absolutely revocable at any time

for any reason in Licensor's sole discretion, with reasonable notice for Licensee to remove any of its property and is not coupled with an interest in the Property or the License Area, and will not operate or be construed to create a lease, easement or any other interest or estate in real property.

6. **LICENSE AREA SECURITY; EXCULPATION.** Licensee will be responsible for providing, as its own cost and expense, such security measures as may be necessary to protect the safety of Authorized Parties in the License Area. Licensor does not accept control, custody or responsibility for the care of Authorized Parties' property, and Licensee agrees that Licensor will not be held responsible for damage or loss that may occur to Authorized Parties' vehicles or other personal property while located within the License Area, regardless of cause.
7. **LICENSE AREA INSURANCE.** During the License Term, Licensee will maintain comprehensive or commercial general bodily injury and property damage liability insurance with a combined single limit of not less than \$3 million per occurrence, \$5 million aggregate, including, but not limited to, personal injury liability covering Licensee's use of the License Area. Licensee shall carry commercial auto liability insurance in the amount of \$1 million per occurrence.
8. **INDEMNITIES.**
  - (a) Licensee indemnifies and agrees to hold harmless to the fullest extent permitted by Florida Statute 768.28 and, if requested by Licensor, to defend, Licensor and its affiliates, subsidiaries, shareholders, agents, representatives, Authorized Parties, customers and invitees, against any claim, action, loss, damage, injury (including personal injury or death), liability, cost and expense of every kind or nature, including reasonable attorney's fees and court costs (through the appellate level), arising out of or related to the negligence, willful misconduct or breach of this Agreement by Licensee or the Authorized Parties.
  - (b) Notwithstanding any provision of this Agreement to the contrary, the indemnification obligations of this paragraph 8 will survive the expiration or termination of this Agreement and the License.
9. **DEFAULT AND REMEDIES.** Licensee will be in default under this Agreement if Licensee, or any Authorized Parties, as applicable, fails to perform or comply with, or to cease and desist from actions in violation of, any of the terms, covenants, agreements or conditions of this Agreement. Upon any default by Licensee hereunder which default remains uncured for more than fifteen (15) days after Licensor's written notice thereof of such default (including notice of Licensor's intent to terminate this Agreement if such default

is not so corrected) to Licensee, Licensor may immediately terminate this Agreement by further written notice to Licensee, and thereupon, Licensee will promptly cease further use or possession of the License Area except as otherwise provided in Section 4(b) herein, and will remove or cause to be removed all of Licensee's and Authorized Parties' personal property located thereon; provided, however, that said fifteen (15) day period shall be extended for such longer period of time as may be reasonably necessary to cure such default. Such right of termination by Licensor will be without prejudice to any other remedies Licensor may have hereunder or may be entitled to at law or in equity. Any damages suffered by Licensee or Authorized Parties occasioned by such cessation of use and removal of personal property are expressly waived by Licensee.

10. **GOVERNING LAW; VENUE.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising out of or in connection with this Agreement shall be in the courts of Miami-Dade County, Florida. LICENSOR AND LICENSEE EXPRESSLY WAIVE ANY RIGHTS THEY HAVE TO A TRIAL BY JURY OF ANY LITIGATION RELATED TO THIS AGREEMENT.
11. **NOTICES.** All notices, requests, demands and other communications required or permitted hereunder will be in writing and will be delivered to the parties at their respective addresses set forth below:

If to Licensor:                   University of Miami  
University of Miami Health System  
1400 NW 10th Avenue, Suite 705  
Miami, FL 33136  
Attn: Brian Gitlin, Associate Vice President for Real Estate

With a copy to:                   University of Miami  
Office of General Counsel  
1320 South Dixie Highway, Suite 1250  
Coral Gables, Florida 33146  
Attn: Aileen M. Ugalde, Esq.

If to Licensee: City of Doral  
8401 NW 53 Terrace  
Doral, FL 33166  
Attn:

With a copy to:                   Interim City Manager  
Hernan M. Organvies

Each notice will be deemed duly given and received: (i) if delivered by U.S. Mail, three (3) days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested or (ii) if delivered by nationally recognized overnight delivery service, on the next day after receipted deposit with same.

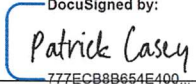
12. **ASSIGNMENT**. The License granted herein is personal to Licensee and may not be assigned or sublicensed for any purpose or to any extent, without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion,
13. **NO JOINT VENTURE**. Licensor is not, and will in no manner or respect be considered, a sponsor, partner, joint venturer, employer or principal of Licensee.
14. **BINDING EFFECT**. This Agreement will be binding upon, and will inure to the benefit of, the parties, their heirs, successors and assigns.
15. **NO RECORDATION**. Neither this Agreement nor any memorandum hereof will be recorded or filed for public record, and any such recordation or filing will be null and void and of no effect.
16. **INCORPORATION**. All WHEREAS clauses stated above are true and correct and incorporated herein by reference.
17. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement between the parties hereto and merges all prior and contemporaneous communications with respect to the subject matter described herein. This Agreement may only be modified or amended, or any provision hereof waived, in a writing executed by the party sought to be charged with such modification, amendment or waiver.

*Signatures appear on the following page*

IN WITNESS WHEREOF, Licensor and Licensee have executed and delivered this Agreement as of the date first above written.


**LICENSOR:**

**UNIVERSITY OF MIAMI**, a Florida not-for-profit corporation

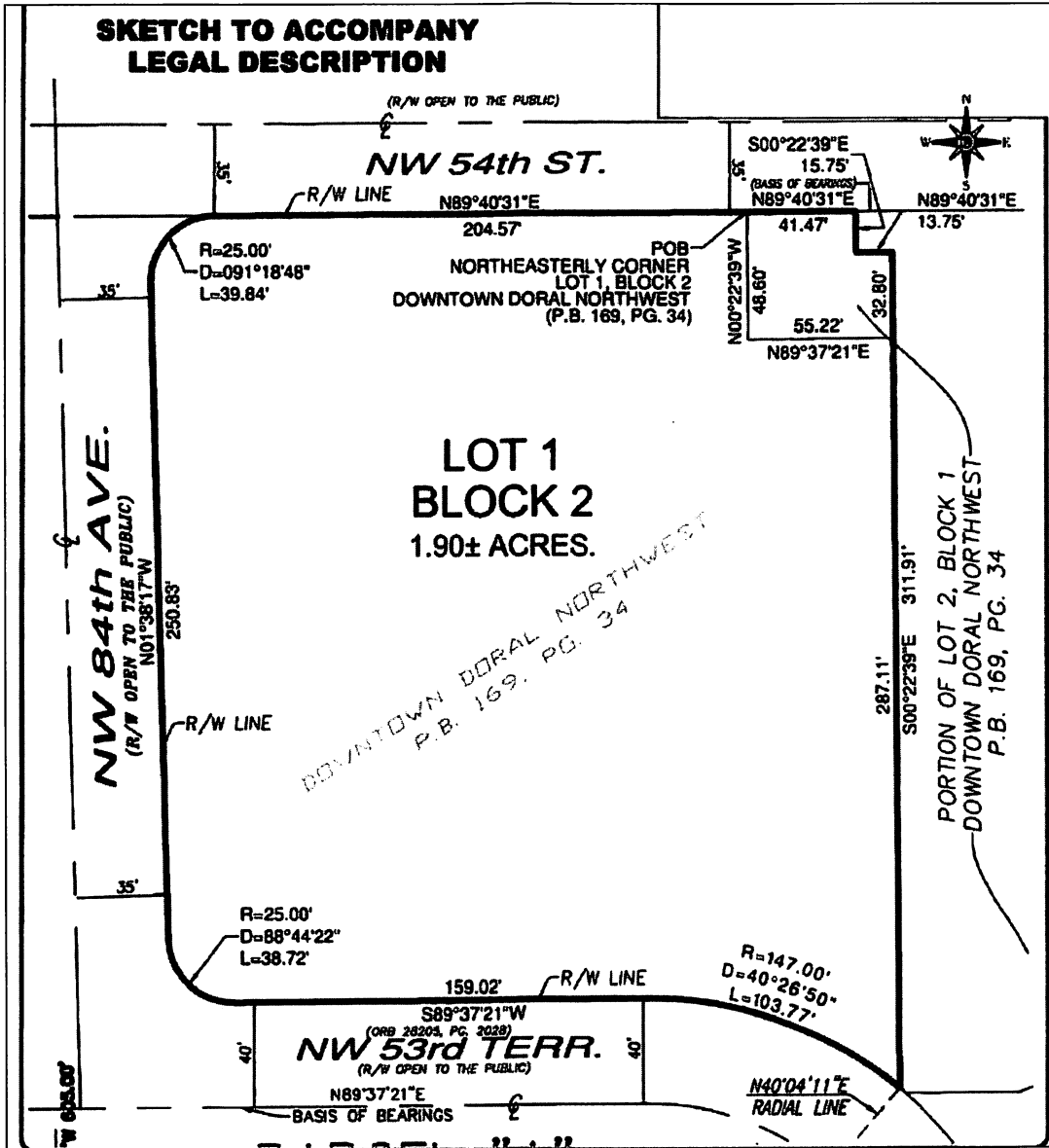
By:  DocuSigned by:  
Patrick Casey  
777ECB8B654E400...  
Name: Patrick Casey  
Title: Vice President Facilities Operations and Planning, UHealth

**LICENSEE:**

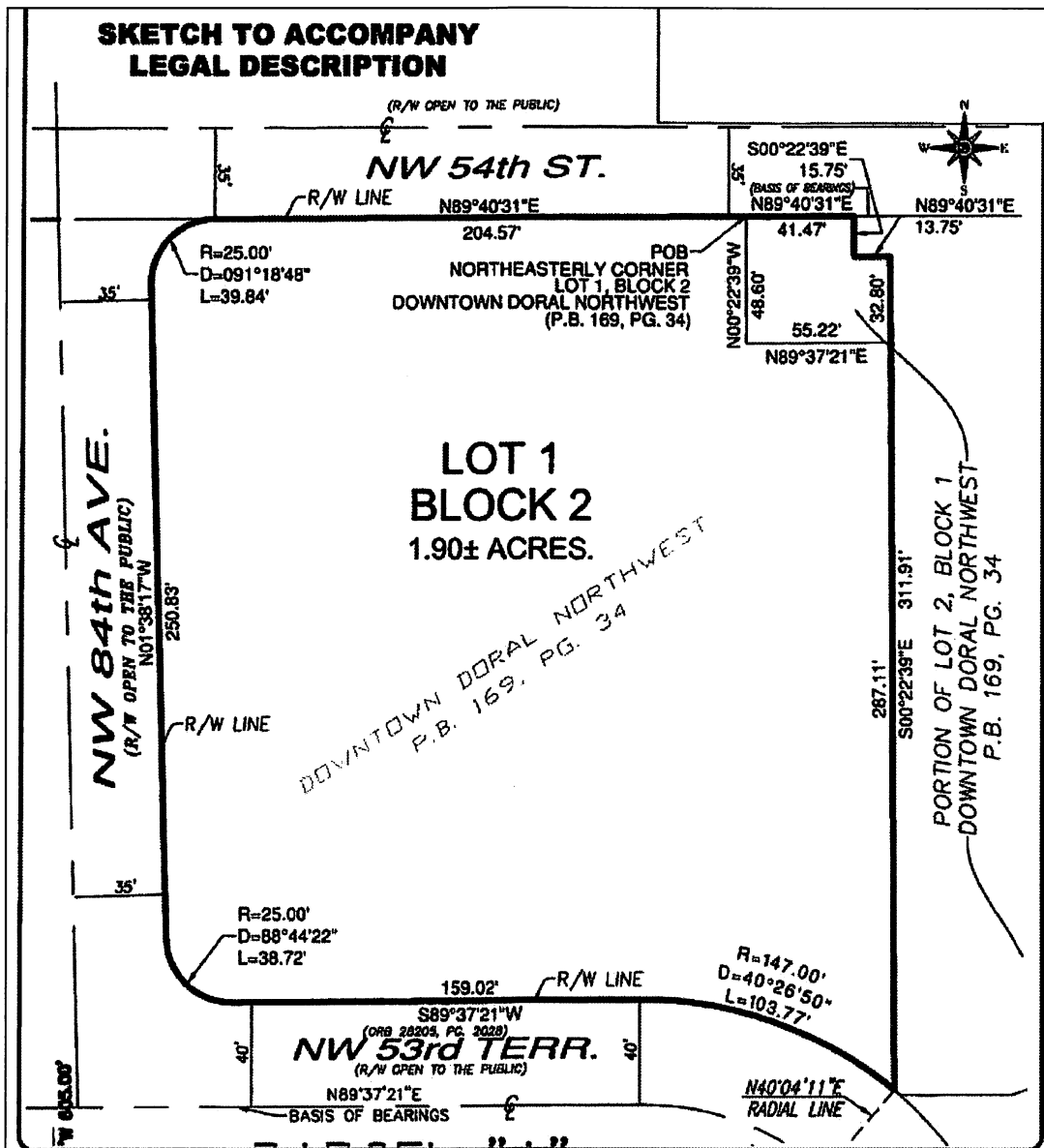
**CITY OF DORAL**, a Florida municipal corporation

By:   
Name: HERNAN M. ORGANVIES  
Title: Int. City Manager

**Schedule A**  
**License Area**



**Schedule A  
License Area**





**RESOLUTION No. 21-254**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH UNIVERSITY OF MIAMI FOR THE USE OF THE VACANT LOT ADJACENT TO THE DORAL GOVERNMENT CENTER FOR THE CITY'S TREE LIGHTING AND MOVIE NIGHT EVENT ON DECEMBER 1, 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Parks & Recreation Department coordinates and hosts the Park and Tree Lighting holiday event every December for the community; and

**WHEREAS**, this year, due to the set up for the Nutcracker event hosted by Codina at Downtown Doral Park, the park will not be accessible for the Tree Lighting event, as the set up begins November 24th; and

**WHEREAS**, the Parks & Recreation Department identified the vacant lot adjacent to the Doral Government Center as a viable location to host the movie and other event activities associated with the City's Park & Tree Lighting event on December 1st; and

**WHEREAS**, staff reached out to the University of Miami to request the use of the lot for the day of the event, where they agreed pending the approval of the Temporary License Agreement; and

**WHEREAS**, the City Manager's Office respectfully requests the approval from the Mayor and City Councilmembers to authorize the City Manager to execute an agreement with University of Miami for use of the vacant lot adjacent to the Doral Government Center for the Tree Lighting and Movie Night Event on December 1, 2021.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval & Authorization.** The Mayor and City Councilmembers authorize the City Manager to negotiate and execute an agreement with University of Miami University of Miami for use of the vacant lot adjacent to the Doral Government Center for the Tree Lighting and Movie Night Event on December 1, 2021.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

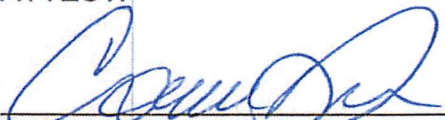
The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

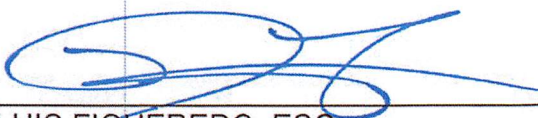
PASSED AND ADOPTED this 10 day of November, 2021.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY