

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the "Agreement") is made and entered into this 4th day of March, 2014 by the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, whose address is 8401 NW 53rd Terrace, Doral, Florida 33166 (hereinafter "City"), and **PGA TOUR, INC.**, whose address is 100 PGA Tour Boulevard, Ponte Vedra Beach, FL 32082 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, the City is the fee simple owner of that certain parcel of real property commonly known as J.C. Bermudez Park located in Doral, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements and parking areas located thereon (the "Park Property"); and

WHEREAS, Licensee is the operator of that certain golf tournament known as the WGC Cadillac Championship at Trump National Doral (the "Golf Tournament");

WHEREAS, Licensee desires a non-exclusive license from the City, and the City agrees to grant a non-exclusive license to and in favor of Licensee, for the non-exclusive use of the parking areas located on the Park Property during the Golf Tournament more particularly described on Exhibit "B" attached hereto and made a part hereof, on the terms and conditions set forth herein.

FOR AND IN CONSIDERATION OF the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above Recitals are true and correct and are hereby incorporated by reference herein.

2. **Non-Exclusive Parking License.** Subject to the conditions and limitations set forth herein, the City hereby grants to and in favor of Licensee and all of its attendees, employees, guests, and invitees (collectively, the "Golf Tournament Attendees") a (a) non-exclusive license for the non-exclusive use of the parking areas located on the Park Property during the Golf Tournament, together with (b) the right of vehicular and pedestrian access, ingress and egress over, upon and across all current and future roadways, driveways and travelways located on the Park Property necessary to utilize such parking areas and to otherwise exercise the rights granted herein. Licensee shall not park any vehicles in any areas other than the designated parking areas. The rights granted to the Licensee in this Agreement are referred to herein as the "License Purpose". For purposes hereof, the term "Golf Tournament" shall mean such times as may be mutually designated by the City and Licensee. J.C. Bermudez park shall be open on a twenty-four hour basis commencing at 6:00 am Monday March 3, 2014 through 6:00 pm Monday March 10, 2014.

3. **Modification.** Nothing herein shall be deemed to limit City's right to modify, relocate, close, or maintain the roadways, driveways and/or travelways in any way, or at any time, or from time to time after consulting with the Licensee to protect the health, safety and welfare of the Golf Tournament Attendees.

4. **Security and Indemnification.** The Licensee shall provide reasonable and adequate security to supervise the use of the Park Property by the Licensee during all times while the Licensee is using the Park Property for the License Purposes. The Licensee agrees to defend, indemnify and save and hold City harmless from and against any loss, damage, liability, cause of action, claim, cost or expense (including reasonable attorneys' fees) incurred by City arising from the use of the Park Property by the Licensee for the License Purposes. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY LOCATED ON THE PARK PROPERTY. CITY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY TO LICENSEE OR LICENSEE'S PROPERTY, AGENTS, EMPLOYEES, GOLF TOURNAMENT ATTENDEES, AND INVITEES, OR THEIR PROPERTY, THAT USE THE PARK PROPERTY FOR THE LICENSE PURPOSES. LICENSEE SHALL RETURN THE PARK PROPERTY TO THE CITY IN THE SAME CONDITION AS OF THE COMMENCEMENT DATE AND TIME OF THIS LICENSE.

5. **Insurance.** The Licensee shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C." The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

6. **No Public Rights Created.** This Agreement shall be reserved solely to and for the benefit of the Licensee and the rights, privileges and benefits of this Agreement is not intended, nor shall be construed as creating any rights in or for the benefit of the general public. Licensee may charge the Golf Tournament Attendees a parking fee.

7. **Licensee's Additional Obligations.** Licensee must provide the City with the same advertising space in its promotional material as provided in previous years.

8. **Miscellaneous.**

(a) This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Florida. All actions to enforce the provisions of this Agreement shall be brought in the Circuit Court for Miami-Dade County, Florida. In any legal or equitable action, suit or proceeding for the enforcement, or to restrain the violation, of this Agreement or any provision contained herein, each party or parties shall pay their own attorneys' fees and court costs in such action, suit or proceeding.

(b) Any reference to City or the Licensee in this Agreement shall also refer to any successor in interest to the City and/or Licensee. This Agreement shall be binding upon the respective successors and assigns of the parties.

(c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other agreements, understandings, representations or warranties of or by the parties with respect to the subject matter hereof, except as set forth herein. All prior communications, negotiations, agreements, understandings, representations and warranties regarding the subject matter of this Agreement, whether oral or written, are hereby merged into this Agreement and such prior communications, negotiations, agreements, understandings, representations and warranties are no longer of any force or effect. If any term, covenant, condition or other provision of this Agreement is held or declared to be void, illegal or unenforceable for any reason by any court of competent jurisdiction, then only such, covenant, condition or other provision of this Agreement shall be stricken from this Agreement and the remaining terms, covenants, conditions and other provisions of this Agreement shall remain in full force and effect.


(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute a single document, and shall become effective when copies hereof, taken together, bear the signatures of each of the Parties. This Agreement and any amendment hereto may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

(e) All notices required or permitted to be given under this Agreement shall be in writing and sent to the Parties at the address set forth in the introductory paragraph of this Agreement by hand delivery; certified mail (return receipt requested), postage prepaid; or by a nationally recognized overnight courier service. Any such notice shall be deemed given upon the earlier of receipt by the addressees if hand delivered (or attempted delivery if refused by the intended recipient thereof); on the third day after deposit thereof in the United States mail; or on the next business day after deposit with a recognized overnight courier service.

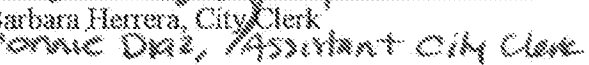
SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have hereto set her hands, the day and year as set forth herein below.

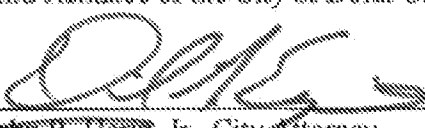
CITY OF DORAL, FLORIDA

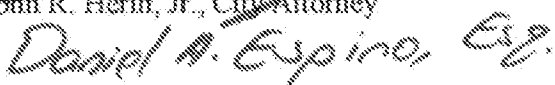

Christina M. Cubela, City Manager

Attest:


Barbara Herrera, City Clerk

Connie Diaz, Assistant City Clerk.

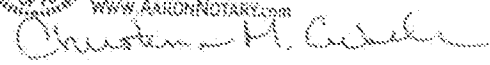
Approved As To Form And Legal Sufficiency For The Use
And Reliance of the City of Doral Only:


John R. Herin, Jr., City Attorney


Daniel M. Espino, Esq.




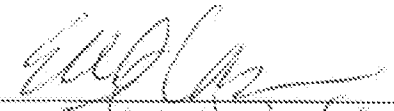
Christina M. Cubela
COMMISSION #EE216161
EXPIRES: JULY 15, 2016
WWW.AARDHNOTARY.COM



SIGNATURES CONTINUED ON NEXT PAGE

LICENSEE:


Print Name: Robert Ludwig

By: 
Print: Edward J. Carbone
Title: Exec. Director

Print Name: _____



Scope of Services

1. Licensee agrees that parking will not disrupt the use of the bike and running lanes by park patrons. The loading and unloading of event goers will happen off to the side of the road in the grass to ensure that the lanes are free to be used.
2. Licensee is not to use any surface parking in the park. All surface parking spots will be left for park patrons.
3. Licensee will be responsible for providing security during the time that they are utilizing J.C. Bermudez Park for parking.
4. Licensee agrees on the hours of operation below which they have provided.

Name	Location	Days	Hours
Cadillac Preferred Parking	First grass lot on right	Wednesday, 3/5/14 to Sunday, 3/9/14	7:30am- 7pm
Public Parking	Grass lot along backside lot	Wednesday, 3/5/14 to Sunday, 3/9/14	7:30am -- 7pm
Doral Associate Parking	Grass lot left of entrance gate	Monday, 3/3/14 to Sunday, 3/9/14	24 hours starting Monday, 3/3/14 at 6am and ending Monday, 3/10/14 at 6am

• Notes

- ❖ Hours listed above are Shuttle Bus hours. Parking Attendants will be setting up approximately one (1) hour before.
- ❖ AAA Parking will be managing the lots.
- ❖ Carey Transportation will be in charge of all shuttles.
- ❖ Doral PD will be within the park and on the corner of the entrance and 87th ave.
- ❖ Park will remain OPEN TO THE PUBLIC.

EXHIBIT "C" - INSURANCE REQUIREMENTS**WGC CADILLAC PARKING**

- I. Commercial General Liability**
- A. Limits of Liability
- | | |
|---|-------------|
| Bodily Injury & Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |
| Personal & Adv. Injury Liability | \$1,000,000 |
| Products/Completed Operations | \$1,000,000 |
- B. Endorsements Required
- City of Doral listed as an additional insured
 Contingent & Contractual Liability
 Premises and Operations Liability
 Primary and Non Contributory Language
- II. Automobile Liability (If Applicable) \$1,000,000**
- Owned or Scheduled Autos, including
 Hired and Non Owned Autos
- City of Doral listed as an additional insured
- III. Workers Compensation (If Applicable)**
- Statutory- State of Florida
- Employer's Liability**
- A. Limits of Liability
- \$100,000 for bodily injury caused by an accident, each accident
 \$100,000 for bodily injury caused by disease, each employee
 \$500,000 for bodily injury caused by disease, policy limit
- IV. Umbrella Liability (Excess Follow Form)**
- | | |
|---------------------|-------------|
| Limits of Liability | |
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$2,000,000 |
- City of Doral listed as an additional insured

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management