

**LICENSE AGREEMENT WITH RELEASE**  
**FOR**  
**INSTALLATION AND REMOVAL OF**  
**TEMPORARY LIGHTS**

THIS LICENSE AGREEMENT AND RELEASE IN FAVOR OF THE CRA (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Community Redevelopment Agency of the City of Pensacola (“CRA”) whose address is 222 W. Main Street, Pensacola, FL 32501, and the Belmont Devilliers Neighborhood Association (“Association”), a Florida nonprofit corporation, whose address is \_\_\_\_\_, \_\_\_\_\_, both collectively referred to herein as the parties.

**WITNESSETH:**

WHEREAS, Association has requested the CRA allow access to install and remove temporary lights in the area commonly referred to as Belmont Devilliers during the 2017 holiday season; and

WHEREAS, CRA has agreed to allow this activity solely contingent upon a full waiver and release of any and all claims or liabilities related to the activity; and

WHEREAS, provided the above recitals, the parties desire to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the release in favor of the CRA and the limited license granted hereunder, and the obligations as hereinafter set forth to be kept and performed by the Association, the CRA and the Association agree as follows:

Section 1. Recitals. The parties agree the recitals above are true and correct and are incorporated into this Agreement as if fully set forth herein.

Section 2. Express Release. This Agreement is an express release directly made by the Association in favor of the CRA for the relinquishment and uncontested concession by the Association of any right, claim or privilege which may exist or be demanded at any time against the CRA or City of Pensacola (“City”) by any party, including third parties, arising in relation to any aspect of this Agreement.

Section 3. Limited License. Further, by this Agreement, CRA grants a temporary, non-exclusive limited license to the Association for the limited purpose of installing and removing temporary lights subject to the terms and conditions herein.

Section 4. Property Access. CRA grants to the Association the limited license to access the right of way of the four block commercial core at the intersection of Belmont Street and Devilliers Street (“Subject Property”) owned by the City of Pensacola and falling within the CRA boundaries.

Section 5. Use. CRA grants to the Association the limited license for the limited purpose of installing and removing, at the Association's sole expense, temporary lights in the right of way of the Subject Property.

Section 6. Duration and Term. CRA grants to the Association the limited license for the limited duration beginning the day after Thanksgiving of the 2017 year and terminating on or before January 15, 2018 ("Term"). Association acknowledges and agrees that the Term is a material condition of this Agreement, and the duration of the use shall in all circumstances be limited to less than ninety (90) days. In no event whatsoever shall the Association permit the temporary lights to remain within the Subject Property for a period of more than ninety (90) days.

Section 7. Release. As a material condition of this Agreement, and as inducement to the CRA to enter into this Agreement, the Association hereby expressly agrees to release and forever discharge the CRA, the City, and the CRA's and City's officers and employees, from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, property damage or contractual disputes, including loss or use thereof, either directly or indirectly caused by, resulting from, arising from or occurring in connection with this Agreement. By signature to this Agreement, the Association acknowledges that it understands the contents and substance of the release and voluntarily agrees to the terms.

Section 8. Representation of Authority. Association hereby expressly warrants to CRA that the Association has the legal authority and all capability to enter into and perform this Agreement, specifically Section 7 above, and further, that the undersigned has the authority to enter into this Agreement to bind the Association. CRA may rely in every contractual and otherwise legal respect on this Agreement with the representations made by the Association herein.

Section 9. No Modifications. Association may not make any modifications, alterations or improvements to the Subject Property without prior written consent from the CRA.

Section 10. No Obstructions. Association shall not permit any obstruction of traffic, pedestrians, or the views on adjacent streets. During the full term of this Agreement, the Association shall keep the subject property open for public enjoyment without charge.

Section 11. Maintenance. Association shall maintain the Subject Property and all improvements and fixtures upon the Subject Property are in good order and repair and shall ensure that the Subject Property and all improvements and fixtures are safe and attractive for the visiting public.

Section 12. Control. Association shall retain control over its employees, agents, servants, contractors, and invitees and their activities on or about the Subject Property and the manner in which said activities shall be undertaken, and to that end, the Association shall not be deemed to be an agent of the CRA or the City. Reasonable precautions shall be exercised at all times by the Association for the protection of all persons, including employees, and property. The

Association shall make regular and periodic effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

Section 13. Condition of Property. It is understood and agreed that the Association accepts the Subject Property in its present condition, and no representation as to any portion, part, or section of said property is hereby made by the CRA or City, nor does the CRA or City warrant or represent that the property is safe or suitable for the purpose for which it is permitted to be used by the Association.

Section 14. No Assignment. This license shall be for the sole use and benefit of the Association. The Association shall not assign or sublet this Agreement or the license, and any such action shall be null and void.

Section 15. Termination. This Agreement, and the license granted hereby, may be terminated by the CRA without cause by giving three (3) days written notice to the Association. In the event that the Association receives notice from the CRA of termination of this license agreement, the CRA shall not be liable for any claim from the Association, its legal representatives, successors, or assigns arising out of the termination. Association may relinquish its license under this Agreement by giving notice of intention to do so to the CRA and upon approval of the relinquishment by the CRA. The Subject Property shall be delivered back by the Association in the same or better condition as existed at the date of this Agreement. In no event shall the Association be excused from its obligations with respect to acts or occurrences prior to the termination of this Agreement.

Section 16. Venue. Venue for any claim, action or proceeding arising out of this Agreement shall be Escambia County, Florida.

Section 17. Attorneys' Fees. The prevailing party in any action, claim or proceeding arising out of this Agreement shall be entitled to attorney's fees and costs from the losing party.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 19. Public Records Act. The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 20. Necessary Approvals. Association shall procure all permits, licenses, and certificates, or any approvals in performance and completion of this Agreement as may be required by federal, state, and local laws, ordinances, rules, and regulations.

Section 21. Modifications. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and executed in the same formality herewith.

Section 22. No Discrimination. Association shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Agreement.

Section 23. No Other Agreements. The Parties agree the Agreement contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the CRA and Association on the day and year first written herein.

BELMONT DEVILLIERS  
NEIGHBORHOOD  
ASSOCIATION

COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF  
PENSACOLA

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President

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Jewel Cannada-Wynn, CRA Chairperson

ATTEST:

ATTEST:

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Corporate Secretary

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Ericka Burnett, City Clerk

(SEAL)

(SEAL)

Legal in form and valid as drawn:

Approved as to substance:

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Lysia Bowling, City Attorney

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M. Helen Gibson, CRA Administrator

## **Attachment "A"**

**PUBLIC RECORDS:** Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, [PUBLCRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLCRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**