

PARKING LICENSE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2011 by and between **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “Licensor” and **BALTIMORE ORIOLES LIMITED PARTNERSHIP**, a Maryland limited partnership authorized to do business in the State of Florida, hereinafter referred to as “Licensee”.

WITNESSETH:

WHEREAS, Licensor is the owner of a parcel of land, currently utilized for youth sports activities and associated parking, located at 2801 12th Street, Sarasota, Florida, 34237, and

WHEREAS, Licensee desires to license a portion of said parcel of land and to use it as a parking area at specified times during its Spring Training Season, being the period from approximately February to April of each year, hereinafter referred to as “Spring Training”.

NOW, THEREFORE, Licensor and Licensee, in consideration of the mutual covenants contained herein, do agree as follows:

- 1. Recitals.** The above recitals are true and correct and by this reference are incorporated herein.
- 2. Licensed Area.** Licensor hereby grants a non-exclusive license to Licensee for the area depicted on Exhibit “A,” Premises Depiction, attached and made a part hereof (the “Licensed Area”), which contains approximately 658 parking spaces, for the purpose of parking for Licensee’s customers, guests, employees and invitees, subject to the terms and conditions herein contained.
- 3. Term.** The term of this License Agreement (“License Term”) shall commence on the execution of this Agreement by both the Licensor and the Licensee (“Commencement Date”) and end at 11:59 PM on April 30, 2013, unless the License Term is terminated earlier in accordance with the provisions of this License Agreement. This Agreement may be renewed annually for up to an additional five (5) years, at the sole discretion of the Licensor. The Licensee shall provide to Licensor a written request to renew not later than November 1st of each year. If there is any renewal or extension of the License Term, then the defined term “License Term” shall include any renewal or extension term.
- 4. Compensation.** Licensee shall have the right to charge a fee for the parking of vehicles within the Licensed Area. All parking fees charged by Licensee for each Spring Training season of the License Term will be disbursed as described in Exhibit B, attached and made a part hereof. The foregoing notwithstanding, disbursement of the gross parking revenue received for each subsequent Spring Training season may be modified annually by mutual agreement of the administrative agents for both parties at least ninety (90) days in advance of the start of Spring Training. Subject to the prior written approval of the Licensor, Licensee shall have the option to delegate the collection of parking fees to a duly authorized organization not-for-profit (the “Parking Manager”). Licensee will provide a parking report to Licensor within sixty (60)

days of the conclusion of Spring Training on an annual basis. Payments shall be made to the organizations listed in Exhibit B within sixty (60) days upon the conclusion of Spring Training Season annually.

5. Specific Rights to Licensed Area. Licensor (including its licensees and lessees) shall have exclusive rights to utilize the Licensed Area for youth sports activities as needed outside of Spring Training games. It is understood that the Licensee (or designated Parking Manager) will park cars in the Licensed Area two (2) hours prior to any scheduled Spring Training game and said parked cars shall be allowed on the premises up to two (2) hours after each game, hereinafter referred to as "Occupational Hours". Licensee will provide Licensor a schedule of Spring Training games on an annual basis at least ninety (90) days in advance of the start of each Spring Training Season so that youth sports activities can be coordinated to occur outside of Licensee's requested use of Licensed area.

6. Assignment and Subletting. Licensee shall be permitted to assign a Parking Manager, as further described in Section 4, above. Licensee shall submit the name of such Parking Manager to Licensor at least ninety (90) days in advance of the start of each Spring Training Season for Licensor's approval. The Parking Manager must carry minimum insurance requirements as set forth in Exhibit "C," attached and made a part hereof.

7. Administrative Agents. The County Administrator, or his designee shall serve as Administrative Agent on behalf of the Licensor and the Director of Florida Operations shall serve as Administrative Agent on behalf of the Licensee to administer the terms of this Agreement as described within.

8. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery to the Administrative Agents. Notices to Licensee are to be sent to: Baltimore Orioles Limited Partnership, 2700 12th Street, Sarasota, Florida. 34237, Attention: Director of Florida Operations. Notices to Licensor are to be sent to: Sarasota County Government, 1660 Ringling Boulevard, 2nd Floor, Sarasota, Florida 34236, Attention: County Administrator.

9. Improvements. Licensee shall make no improvements to the Licensed Area without the written permission of the Licensor.

10. Termination. Notwithstanding any other provision in this Agreement, either party may, in its sole and absolute discretion and at any time and for any reason, or for no reason, terminate this Agreement without further liability by delivering written notice to the other party ninety (90) days prior to the intended termination date.

11. Default and Right to Cure. If either party is in default under this Agreement for a period of thirty (30) days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the defaults within the thirty (30) day period and proceeds with due diligence to fully cure the default.

12. Indemnity. The Licensee shall pay on behalf of or indemnify and hold harmless the Licensor from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Licensee arising out of or in any way connected with the Licensee's or Parking Manager's performance or failure to perform under the terms of this Agreement. This section of the Agreement will extend beyond the term of the Agreement.

13. Insurance. Before the execution of this Agreement, the Licensee shall procure and maintain, during the life of the Agreement, the insurance as set forth in Exhibit "C," attached and made a part hereof.

14. Responsibilities of the Licensee.

- a. Licensee (including the Parking Manager) shall be solely responsible for the payment of all costs associated with any damage to the Licensed Area or vehicles parked or owned by Licensee's staff and for any injury caused by Licensee's staff.
- b. Licensee shall keep the Licensed Area free from broken glass and litter during the hours the Licensed Area is utilized.
- c. Licensee understands that the general public is free to utilize the Licensed Area outside of their Occupational Hours.
- d. Licensee shall remove or caused to be removed, at Licensee's sole cost and expense, any vehicles remaining in the Licensed Area more than two (2) hours beyond the end of the Occupational Hours.

15. Casualty. Licensor will provide notice to Licensee of any casualty affecting the Licensed Area within forty-eight (48) hours of the casualty. If any part of the Licensed Area is damaged by fire or other casualty so as to render the Licensed Area unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to the Licensor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof.

16. Miscellaneous.

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written, with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- b. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the Licensor and Licensee.
- c. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The laws of the State of Florida shall govern the rights and obligations of the parties under this Agreement and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and

binding on each party.

- d. The parties covenant and agree that each is duly authorized to enter into this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
 - e. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other in connection with any matter arising out of or in any way connected with this Agreement.
- 17. Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party, unless fully executed. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.
- 18. Third Party Rights.** The parties hereto do not intend nor shall this Concession Agreement be construed to grant any rights, privileges or interest to any third party.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

WITNESS:

LICENSEE: Baltimore Orioles Limited Partnership

Print Name: _____

Print Name: _____

Signed By: _____

Signed By: _____

Date: _____

Title: _____

Date: _____

(SEAL)

LICENSOR:

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

BY: _____
CHAIRMAN

DATE: _____

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

BY: _____
DEPUTY CLERK

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY

EXHIBIT "A"
Premises Depiction

Those areas of the property located at 2801 12th Street, Sarasota, Florida 34237, situated in the County of Sarasota, State of Florida, as depicted below:

Site map:



Parking Areas

“EXHIBIT B”
Compensation to Parties

*Parking charge for Spring Training 2011 -\$9.00 per car

After the Orioles deduct any applicable sales tax and any other expenses in connection with this Agreement, the revenue shall be divided as follows:

- Parking Manager: one-ninth (1/9)
- Sarasota Youth Baseball, Inc.: two-ninths (2/9)
- Ringling Redskins, Inc.: three eighteenths (3/18)
- Southwest District Parents Council, Inc.: three eighteenths (3/18)
- Baltimore Orioles Limited Partnership: all remaining revenues

*Parking fees subject to change upon mutual agreement of parties.

“EXHIBIT C”
Insurance Requirements

The insurance policy shall be primary and written on forms acceptable to the Licensor and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A- Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by COUNTY Risk Management.

1. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all operations under this Agreement.

The policy is to be written on an occurrence basis, shall name Sarasota County Government as additional insured as their interest may appear under this Agreement and shall agree to waive all rights of subrogation against the County, its Commissioners, Officers, Agents, Officials, Employees, or Volunteers.

2. Insurance requirements itemized in this Agreement and required of the Licensee shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Licensee shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to any sub-contractors.
3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Sarasota County Risk Management.

4. Sarasota County shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit the Licensee’s liability nor to fulfill the indemnification provisions and requirements of this Agreement.
6. The Licensee shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which the policy is subject.
7. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 3rd Floor, Sarasota, FL 34236) prior to commencement of this Agreement AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by

Sarasota County Risk Management before the Licensee will be allowed to commence operations under this Agreement.

8. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the Licensee's/ sub-contractors' insurance company and Sarasota County Risk Management as soon as practicable after notice to the insured.